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TA 16318

**AGREEMENT
BETWEEN
BOARD OF EDUCATION,
THREE VILLAGE CENTRAL SCHOOL DISTRICT
OF
BROOKHAVEN AND SMITHTOWN,
SUFFOLK COUNTY, NEW YORK
AND
THREE VILLAGE TEACHERS ASSOCIATION, INC.**

JULY 1, 2008 – June 30, 2012

660

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PREAMBLE

The BOARD OF EDUCATION, THREE VILLAGE CENTRAL SCHOOL DISTRICT OF BROOKHAVEN AND SMITHTOWN, SUFFOLK COUNTY, NEW YORK, hereinafter referred to as the "Board," and the THREE VILLAGE TEACHERS ASSOCIATION, INC., hereinafter referred to as the "Association," realize that they have a common responsibility beyond their collective relationship as set forth under the provisions of Chapter 392 of the Public Employees Fair Employment Act of 1967.

1. COMMON OBJECTIVES

The Board and the Association recognize the importance of commonly held objectives for maintaining an educational program of the highest quality and of the importance of assisting each other in the identification of these objectives and in the sharing of the development of policies which further the program. Among the areas of mutual interest are curricula and materials, personnel, recruitment, community support, finance, in-service training, salaries, communications, and other matters of professional interest. The parties believe that such policies are best arrived at in a setting which encourages full and open communication and participation by all concerned.

The Board and the Association both recognize that providing a high quality education for the children of the District is their paramount objective and that high morale of the teaching staff is, among other things, necessary for the best education of the children and that;

The Board is elected by the qualified electors of the District as the governing body of the District, and as such possess all powers delegated to a board of education by the Constitution and laws of the State of New York, together with the duties imposed thereby, and that the Superintendent of Schools is the chief executive officer of the Board and as such administers the affairs and programs of the District as provided by law and Board policy. Teachers and the Board share responsibility for providing education of the highest possible quality for the pupils of the District, and both parties recognize that teachers have the major role in direct contact with pupils. Attainment of the objectives of the educational program requires mutual understanding and cooperation between the Board and the teachers. To this end, good faith negotiations between the Board and the Association with a free and open exchange of views are desirable.

Teaching is a profession requiring the possession of specialized educational qualifications, and the success of the educational program conducted in the District depends upon the willing services of well-qualified teachers who are satisfied with the conditions provided by the Board.

Teachers have the right to join or to refrain from joining any lawful organizations for their professional or economic improvement and for the advancement of public education, but membership of a teacher in any organization shall not be required as a condition of employment by the District.

The above statement of "Common Objectives" is not intended to enhance or detract from the following provisions of this collective bargaining agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I DEFINITION/ RECOGNITION

A. Definitions

1. The term "teacher" as used in this agreement shall refer to all regularly assigned teachers represented exclusively by the Association in the negotiating unit, and includes the following: all classroom teachers, special teachers, speech and hearing teachers, reading teachers, attendance teachers, guidance counselors, school psychologists, special education teachers, librarians, homebound teachers, permanent substitute teachers, audio-visual aid teachers, student services specialists, ESL teachers and lead teachers.
2. The term "Board" used in this agreement shall mean the Board of Education, Three Village Central School District of Brookhaven and Smithtown, Suffolk County, New York.
3. The term "Association" as used in this agreement shall mean the Three Village Teachers Association, Inc. (TVTA).
4. The term "District" shall mean Three Village Central School District of Brookhaven and Smithtown, Suffolk County, New York.
5. The term "school year" as used in this agreement shall mean the period of time beginning on September 1 and ending on June 30.
6. The term "Chief School Administrator" shall mean the Superintendent of Schools.

B. Recognition

1. The Board recognizes the Association as the exclusive representative and bargaining agent for the teachers and paraprofessionals. (The provisions governing the paraprofessionals are contained in the attached Addendum.)
2. Such recognition shall continue for the maximum period permissible by law.

C. Initiation of Annual Negotiations

Board and TVTA agree to initiate future negotiations by submitting their proposals to each other on a mutually agreeable date prior to February 1 of the year the contract expires. If joint study reports have submission dates later than the date on which negotiations are initiated, the parties reserve the right to submit proposals related to these reports not later than two (2) weeks following receipt of such reports.

D. Impasse

In the event of an impasse in collective bargaining as defined by the Public Employees

Fair Employment Act, as amended, the parties shall attempt to agree upon a mutually acceptable mediator/fact finder who shall be recommended to the New York State Public Employment Relations Board.

E. General

1. This agreement constitutes Board policy for the term of the agreement, and the Board and the Association will carry out the commitments contained herein and give them full force and effect.

2. No change, revision, alteration or modification of this agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.

3. The Board and the Association recognize that the Board has certain powers, discretions and duties that under the Constitution and laws of the State of New York may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provisions of this agreement or any application of this agreement shall be found contrary to law, such provision or application shall be effective only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

4. The parties recognize that this contract permits the establishment of and conduct of in-service programs, curriculum workshops, summer study, grants, summer schools, teacher visitations, teacher conferences and establishes rates of pay for those involved therein, and also establishes certain pay differentials to be paid to teachers for performing additional service. It is agreed that as to any of these items which are held by the Commissioner of Education or his counsel not to be ordinary contingent expenses of the District, the Board shall have the power, in the event of the defeat of the budget by the voters, to exercise its discretion in deciding which programs it shall implement and which it shall abandon.

However, in all such instances, the Board, prior to reaching any such decision, shall consult with appropriate representatives of the TVTA.

5. The parties of this agreement recognize that many areas involving decision-making are best dealt with through collaborative, shared discussion culminating in decision-making through consensus and concordance. To this end, a special advisory committee will be established to formulate a process to recommend to the Superintendent of Schools and the Board of Education for the implementation of this partnership in current and future areas of collaboration. This committee will have equal representation of administrators and designees of TVTA.

F. Provisions for Communication

1. Through the regular and normal channels of communication and authority, the Chief School Administrator and the principals of the schools encourage full and open

participation and discussion of the educational policies and objectives of the District and will consider the advice and counsel of all professional staff in the work of the schools.

2. Upon request and with at least 24 hours' notice, the school principal in each school shall meet with the elected building representative of the Association. When matters discussed cannot be resolved within the individual schools, referrals to TVTA shall be from building representatives and referrals to the Chief School Administrator shall be from building principals.

3. Upon request and with at least 48 hours' notice, the Chief School Administrator shall meet with the Executive Board or officers of the Association to discuss educational affairs and matters of district wide significance including denials of tenure and teacher allegations that their class sizes are excessive in terms of the nature and purpose of the class.

4. Copies of Board policies proposed by the Chief School Administrator shall be provided to the Association prior to consideration for adoption and upon request the Chief School Administrator shall meet with officers or standing committees of the Association to discuss such proposed policies.

5. Prior to making policy recommendations the Chief School Administrator may arrange meetings of representatives of the Association and the Board, at which time information necessary to understanding the problem may be shared and various points of view clarified. Such meetings may be arranged by the Chief School Administrator upon request of either the Board or the Association.

6. The parties hereby establish a committee to be known as the Professional Relations Committee. This committee shall be composed of three members of the Board, three members of the Association, and the Chief School Administrator, who shall be a nonvoting member. The committee shall meet at the request of the Board of Education or the Association, upon mutual agreement.

The Professional Relations Committee shall be established to provide an avenue of free communication between the Association and the Board of Education for the purpose of formulating common objectives and working together for the improvement of the educational system at the local, state and national level. The Professional Relations Committee is to be an ongoing committee and is to meet regularly for discussion on areas of mutual concern.

ARTICLE II GRIEVANCE PROCEDURE

A. Purpose

It is the declared purpose of this procedure to secure at the lower possible administrative level the prompt and informal resolution of teachers' complaints as they arise and to provide recourse to ordinary procedures for the satisfactory adjustment thereof.

B. Definition

A "grievance is a claim based upon an event or condition which adversely affects the welfare or working conditions of a teacher or group of teachers allegedly caused by misinterpretation or inequitable application of the terms of this agreement, provided, however, that such terms shall not include the question of whether a teacher was improperly denied tenure, the formulation of salary schedules, the scale of retirement benefits, or any other matter as to which a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or as to any matter as to which the Board of Education is without authority to act.

C. General Procedures

Step 1

Any teacher may either orally or in writing present a grievance to his/her immediate supervisor within 20 school days following the act or condition which is the basis of his/her complaint. The teacher shall confer with his/her immediate supervisor within three (3) school days after such supervisor has received the grievance. This is an informal conference designed to arrive at a mutually satisfactory resolution of the complaint.

At the conference the teacher may be represented by the Association representative or any person of his/her choice, and the immediate supervisor shall likewise have the right to have present for consultation a representative of his/her choice, provided, however, that such representative shall not be a person who is involved as a party rendering judgment in any subsequent step hereunder. In the event that either party wishes the services of a representative, the parties involved shall nevertheless also be present.

The immediate supervisor shall communicate his/her decision in writing to the aggrieved teacher and his/her representative, if any, within five (5) school days after the informal conference. In the event there is a group of teachers within one building who have a similar grievance, then in that event, one teacher from within the building may bring the grievance on behalf of him/herself and all those similarly situated within the building.

Step 2

If the grievance is not resolved at Step 1, the aggrieved teacher may appeal in writing within 10 school days of the receipt of the decision of his/her building principal for a formal conference.

The teacher and the building principal shall confer on the grievance within three (3) school days after its receipt by the building principal. The teacher may be represented at the conference by an Association representative or any person of his/her choice, and the building principal shall likewise have the right to have present for consultation a representative of his/her choice, provided, however, that such representative shall not be a person who is involved as a party rendering judgment in any subsequent step hereunder.

Whenever a grievance presented to the building principal by a teacher or through an Association representative involves the application or interpretation of the terms of this agreement or would affect the teacher's working conditions, the building principal shall give the chief building representative of the Association the opportunity to be present and state the views of the Association.

The building principal shall communicate his/her decision in writing to the aggrieved teacher and the teacher's immediate supervisor, and the representatives of each who may have participated in this step. He/she shall also notify the Chief School Administrator and the

President of the Association in writing of the issues involved and the decisions with respect thereto within five (5) school days after the conference.

Step 3a - Individual Grievance

If the grievance is not resolved in Step 2, the aggrieved teacher or the TVTA, through its duly authorized representative, may appeal to the office of the Chief School Administrator within seven (7) school days after he/she has received the decision of the building principal. This appeal must be in writing and must set forth specifically the grounds on which the grievance is based. It shall also state the name of the teacher's representative, if any.

The Chief School Administrator and/or his/her designee shall meet and confer with the aggrieved teacher with a view to arriving at a mutually satisfactory resolution of the complaint within five (5) school days after receiving the written appeal. The teacher may appear alone or with a representative. The teacher shall be present at the conference. Notice of the conference shall also be given to the building principal who rendered the decision in Step 2 and who may also be present at this conference and state his/her views. If the teacher is not represented by the Association at this step, the office of the Chief School Administrator shall furnish the Association with a copy of the appeal from Step 2, together with notice of the date of the conference. In such case the Association may be present and state its views where the decision on the grievance would involve the application or interpretation of the terms of this agreement or would affect the working conditions of the Association members.

The Chief School Administrator shall communicate his/her decision in writing, together with the reasons therefore, to the aggrieved teacher, his/her representative, if any, and any Association representative present in this step, and also to the building principal involved in the decision, within five (5) school days after hearing the appeal.

Step 3b - Group Grievance

When a grievance affects teachers in more than one building within the district then TVTA, by its President or other duly appointed representative, may initiate a grievance proceeding on their behalf. Such a grievance may be initiated within twenty (20) school days following the act or condition which is the basis of the complaint by presenting the grievance in writing to the Chief School Administrator.

In group grievance affecting teachers within a particular building, the TVTA shall bring the matter to the attention of the building principal for resolution within twenty (20) school days following the act or condition which is the basis of the complaint. If the grievance is not resolved by the building principal within five (5) school days, the TVTA may appeal to the office of the Superintendent within seven (7) school days after receipt of the decision of the building principal.

The Chief School Administrator shall meet and confer with duly authorized representatives within five (5) school days after the receipt of the grievance from above. The Chief School Administrator shall communicate his/her decision in writing, together with the reasons therefore, to the TVTA within five (5) school days after the meeting is held. If an appeal is to be made from a group grievance, then the procedure to be followed shall be as found in Step 4 below.

Step 4

In the event that the decision of the Chief School Administrator set forth in Step 3 is not acceptable to the aggrieved party, the TVTA may, within ten (10) school days of the receipt of the decision, submit the grievance to arbitration by calling upon the American Arbitration Association for the selection of a mutually agreeable arbitrator to hear and resolve

the dispute. The decision of the arbitrator shall be presented to the parties in writing. The decision shall be final and binding on the parties so long as the current contract and current definition of grievance shall be in force.

All expenses of the American Arbitration Association and of the arbitrator selected shall be borne equally by the parties.

D. General

1. No matter shall be entertained as a grievance hereunder unless it complies with Step 1 of the general procedures.

2. All the time limits set forth in this article may be extended by mutual consent, but if not so extended they must be strictly observed. If the matter in dispute is not resolved within the period provided for in any step, the next step may then be invoked, but if a party fails to pursue any step within the time limits provided, he/she shall have no further right to press the grievance.

3. If the Association is not a party to a proceeding under this article and does not take part in any of the steps set forth herein, then the disposition of the dispute shall not be a precedent with respect to it. The Association may be an observer where the teacher has other representation, but in such case the Association is not a party and has no right of appeal.

4. No hearing or meeting shall be open to the public or persons not immediately involved. In the event that the grievance involves an accusation of moral turpitude on the part of any teacher, such teacher shall have the right to choose his/her representative at any step in the procedure and shall have the right to exclude a representative of the Association if he/she so desires.

In the event that the dispute proceeds to arbitration as set forth in step 4 above, the arbitrator will set forth his/her findings of fact in writing, together with his/her reasoning and conclusions. The arbitrator shall limit his/her investigation strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any recommendations:

a. contrary to or inconsistent with or modifying in any way the terms of this agreement or of any applicable law or regulations having the force and effect of law;

b. involving Board discretion or Board policy under the provisions of this agreement or under applicable law, except that he/she may decide in a particular case that Board policy was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion;

c. limiting or interfering in any way with the powers, duties and responsibilities of the Board under its bylaws, applicable law, and rules and regulations having the force and effect of law.

5. All documents, communications and records dealing with the processing of a

grievance will be filed separately from the personnel files of the participants. Furthermore, any documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said teacher unless requested to do otherwise in writing by the teacher in question.

6. All grievances must be filed on the official grievance form and all grievances are subject to the conditions set forth in the language of that grievance form, which is made part of this contract as Appendix F.

ARTICLE III RIGHTS AND RESPONSIBILITIES

A. Building and Facilities

1. The Association shall have the right to use the school building facilities and equipment between the hours of 8:00 a.m. and 10:30 p.m. on days when school is in session, provided that such use shall not interfere with the regular school program and provided that the School District shall be reimbursed for any additional expenses involved in such use. The principal of the building in question will be requested in advance as to the time and place of all such meetings and a Use of School Facilities form will be completed by the Association. In case of an emergency meeting, the Use of School Facilities form will be completed by the Association before the end of the meeting. In any case the Association must request use of the facility in advance of the meeting.

2. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards. The Association may use the school mail service, e-mail service, voice mail service and teacher mailboxes for communication. The public address system may be used for conveying the date, time and place of such meetings by arrangement with the building principal.

3. The Association shall be given an opportunity before building faculty meetings to present brief reports and announcements by arrangement with the building principal.

4. The Association shall be given a place on the orientation program of the new teacher.

5. The Chief Building Representative, together with the Associate Building Representative of each building, shall have the right to schedule Association meetings before or after school hours with the knowledge of the building principal.

B. Payroll Deductions

1. Any member of the bargaining unit will have his/her membership dues deducted from his/her paychecks for New York State United Teachers (NYSUT), and any other professional association. Annual membership dues for these associations shall be deducted in equal payments commencing with the first paycheck.

2. Any members of the Association will have the right to payroll deductions including "VOTE/COPE" which he/she authorizes in writing from the approved deduction schedule by September 15th, November 15th, February 15th and May 15th. It is the responsibility of the individual teacher to notify the administration payroll office in writing when he/she wants the deductions discontinued otherwise TVTA dues deductions shall continue automatically.

C. Association Duties/Leave Time

1. When it is necessary for members of the Board of Directors of the Association to engage in Association duties directly relating to the Association's responsibility as representatives of the teachers which cannot be performed other than during school hours, they shall be granted time to fulfill said duties by the Chief School Administrator or his/her designated representative upon reasonable notice. They shall be given such time without loss of pay, provided that such absence meets with the approval of the Chief School Administrator or his/her designated representative.

2. The Chief Negotiator, or other designated member of the TVTA in place of the Chief Negotiator, shall be relieved of extra-duty assignments during the school year of their tenure in office. The people involved are to be designated by June 15th of the preceding year.

3. The Association President or his/her representative and Vice President or his/her representative, shall each be allowed two (2) days professional leave with pay to attend the New York State United Teachers (NYSUT) and American Federation of Teachers (AFT) conferences. Other professional conferences may be attended with pay with the approval of the Chief School Administrator.

D. Budget, Negotiations, State Aid

1. The Board and/or central administration shall make available to the Association upon written request and at a mutually agreeable time, information, statistics and records within the custody of the Board of Education or central administration, relevant to pending negotiations, or information which shall be necessary for the proper administration or enforcement of this agreement, provided that the disclosure of this information is not prohibited by law.

2. Whenever the Board and/or central administration is considering a proposed school budget, it will give at least seven (7) school calendar days' notice to the Association and will give the Association the opportunity to meet with either the Board or such other representatives as the Board may select to review the proposed budget.

3. The Administration shall keep the Three Village Teachers Association President informed of contemplated federal, state and local funding and shall give the Three Village Teachers Association the opportunity to make recommendations with regard to use of these funds.

E. Board Meetings/Policies

1. There shall be one seat reserved for an Association representative at all School Board meetings open to the public and the Association's President shall receive an agenda of all public meetings at a reasonable time prior to such meetings. All special meetings of the Board open to the public should be open to the Association, and representatives should be allowed to attend.
2. The Association, as the exclusive negotiating representative of the teachers and upon written request, shall be given a position on the agenda of the next regularly scheduled public meeting of the Board of Education.
3. All Board policies, instructions, handbooks, etc., affecting teachers' salary, rights and working conditions shall be subject to the limitations imposed by this agreement.

F. Professional Relations Committee

The Professional Relations Committee, which is a standing committee of the Board of Education and the TVTA, may be called upon by the Chief School Administrator for research and evaluation of proposed new educational programs, and shall be called upon for research and evaluation of contemplated reduction or elimination of academic or special subject programs which will involve reducing or eliminating staff involved in such programs. Appropriate personnel involved will be consulted. Any report evaluating such matters for potential impact on the district education program must be forwarded to the Chief School Administrator, the Board of Education and the TVTA within 90 calendar days of the date the referral is made by the Chief School Administrator.

G. Volunteer/Programs

1. Tenured teachers may on their own initiative volunteer to engage in innovative programs or for additional assignments. Such innovative programs or additional assignments may include such things as volunteering for cafeteria duty in lieu of another non-instructional duty, additional teaching classes in lieu of a non-instructional duty, or increased class enrollment. However, it is understood that the decision by the teacher is to be a purely voluntary one, free from coercion by any organization or persons. In no way will the use of volunteers be used to reduce the number of teaching staff personnel except as may occur by attrition.
2. The District may initiate programs which may be inconsistent with the terms of the contract, with the consent of the TVTA, which consent shall be sought through the Professional Relations Committee. A statement of reasons shall be given to the Professional Relations Committee if consent is withheld by the TVTA. Such programs, once consent is given by the TVTA, shall continue for a period of one (1) school year and may be renewed, failing notification by the TVTA to the contrary, on or before April 1st of that school year.

H. Expenses

Past practices for reimbursement by TVTA for out-of-pocket expenses incurred by the District on behalf of TVTA shall be continued.

ARTICLE IV DEFINITION OF ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY

A. Academic freedom and academic responsibility are the liberty and obligation to study, to investigate, to present, to interpret and to discuss facts and ideas concerning man, human society and the physical and biological world in all branches of learning. They include the right, within and without institutions of learning, to be free from any special limitations of investigative expression or discussion, and the responsibility to make a clear distinction between fact and opinion, and in the case of controversial issues, to make available to the extent possible all relevant information on all sides of the question.

B. When not engaged in specific educational activities, the teacher shall be able to function with the freedom of any other citizen in his/her right of association and expression. When acting as a private citizen, he/she should make it clear that he/she speaks, writes and acts for him/herself and not for his/her institution.

C. The criteria of performance for a teacher shall be those traditionally associated with personal and professional integrity in a democratic society, independent of government policy and other special interests. A teacher shall be judged solely on the basis of his/her teaching ability and his/her competence in his/her professional field without regard to such factors as race, sex, nationality, and religious or political belief and affiliation or lack of them, or behavior not demonstrably related to his/her teaching function, provided that none of these are of subversive nature. In all cases continuation of appointment and the granting of tenure shall depend upon performance as a teacher.

ARTICLE V TEACHER EMPLOYMENT/BUILDING SUBSTITUTES

A. A teacher who has resigned from the Three Village Central School District while on tenure and is rehired by the Three Village Central School District within five (5) calendar years may be on probation for only two (2) school years, after which he/she shall be placed on tenure if he/she is employed by the Three Village Central School District for a third year. For purposes of notice regarding reappointment, this shall be considered as a second year of probation.

B. The TVTA shall be consulted prior to any reduction in force.

C. Excessed Teachers

In the first year they are excessed from the Three Village teaching staff, preferential status will be given to excessed teachers as follows:

1. Teachers who have dual certification and who are not called back to fill a temporary position will be given preferential interview status for openings that occur for which they are certified. Preferential interview status means the District will interview the excessed teacher(s) and make a decision on hiring them before seeking or screening any other candidates.

2. Preferential interview status extends to paraprofessionals openings that occur in the special education program, except that the District may maintain a 50% ratio of

paraprofessionals who are certified in special education in the program. It is understood that excessed teachers hired as special education paraprofessionals will be studying for special education certification.

3. Excessed teachers hired as special education paraprofessionals will get first preference in hiring for openings that occur for a special education teaching position for which they are certified. All qualifications being equal, the excessed teacher will be hired. A decision on hiring will be made before seeking or screening candidates outside the District.

4. Excessed teachers may be hired as building substitutes or In-School Suspension teachers at the rate of \$3,336/month for 2008-2009, \$3,436/month for 2009-2010, \$3,539/month for 2010-2011 and \$3,646/month for 2011-2012 plus hospitalization, plus 1 ½ sick days/month, plus one personal day/year. These teachers will be called back for these positions in order of seniority and will not be prejudiced from being hired as permanent substitutes under Article VIII (A) because they are employed as building substitutes. Effective July 1, 1997 and thereafter, all in-school suspension personnel shall be employed as paraprofessionals and receive salary and benefits pursuant to that contract. Notwithstanding this provision, the incumbent in the position of in-school suspension teacher at the high school as of September 1, 1997, shall be paid at the rates set forth in this paragraph or pursuant to the paraprofessional contract and in any event, shall be entitled to the benefit package of the paraprofessional contract.

Refer to Article VIII for excessed teachers' substitute status.

5. All eligible excessed teachers will be contacted by the Board by August 15 prior to each school year. At that time each teacher will indicate whether or not he or she is willing to accept such positions during the ensuing school year. Subject to the provisions of this article, excessed teachers who choose to accept this position will then be recalled as needed as soon as an opening for a building substitute occurs.

ARTICLE VI SALARIES

A. For the entire term of agreement the salary schedules shall be based upon a salary index having a 5% vertical component and a 4% horizontal component, as more particularly set forth in Appendix A annexed hereto and made a part hereof.

B. The parties agree that the salary schedules for the period July 1, 2008 through June 30, 2012 shall be as shown in Appendix B1, B2, B3 and B4, annexed hereto and made a part hereof.

C. The 2008-2009 salary schedule shall produce a salary increase of 2% plus increment effective September 1, 2008, 1% effective February 1, 2009 above the 2007-2008 salary schedule.

The 2009-2010 salary schedule shall produce a salary increase of 2% plus increment effective September 1, 2009, 1% effective February 1, 2010 above the 2008-2009 salary schedule.

The 2010-2011 salary schedule shall produce a salary increase of 3% plus increment above the 2009-2010 salary schedule.

The 2011-2012 salary schedule shall produce a salary increase of 3% plus increment above the 2010-2011 salary schedule.

All auxiliary salary schedules and those assignments which have historically been improved by the percentage increases referred to above shall be improved annually by the percentages referred to above. However, in Years 1 and 2 of this agreement, the entire 3% increase to said schedules and assignments shall be applied effective September 1st. In addition, the stipends for In-service teaching, Literacy Collaborative Lead Teachers and Home Tutoring, shall be increased by the aforesaid percentages..

D. For teachers hired effective December 1, 1993 and thereafter, placement on the salary schedule shall be determined as follows:

1. Except as modified by subparagraph (2) hereof, teachers shall receive step credit pursuant to current practice to a maximum step 3.
2. Upon recommendation of the Superintendent of Schools, the Board of Education reserves the right to authorize additional credit beyond step 3 at its sole discretion provided, however, that:
 - a. Should the Board of Education elect to authorize full step credit for the service referred to in paragraph (1) to teachers hired within a particular tenure area for any given year, all teachers hired within that tenure area for that year shall receive said credit.
 - b. Should the Board of Education elect to authorize less than full step credit (but greater than step 3) for said service for teachers hired for any given year within a particular tenure area, all teachers hired for that year within that area shall be authorized additional credit for step placement purposes pursuant to the same formula; for example: one year of additional credit for each two years of service beyond step 3.

E. Any newly created position within the bargaining unit shall be subject to salary negotiation for the successor contract. A salary or differential established by this agreement shall not be altered during the term of this agreement, except by mutual consent of the Board of Education and the Three Village Teachers Association.

ARTICLE VII APPOINTMENT OF PERSONNEL AND HIRING POLICY

A. A list of the teaching staff indicating individual certification status will be made available to the Association upon request by November 1 of the school year.

B. When a new teacher position requiring different qualifications is to be established or where different education and/or experience requirements are to be added to an existing teaching position, the central administration will consult with the chairperson of the

Professional Rights and Responsibilities Committee of the TVTA.

C. Qualified staff members presently employed in the District shall be considered first for these positions prior to an attempt to fill such position with non-district employees.

D. Unless under unusual circumstances, the announcement of openings should be made at least 30 days prior to the closing date by which applications must be submitted and shall include information pertaining to:

1. The position.
2. The job qualifications and specifications.
3. The closing date for which applications will be accepted.
4. The salary or additional differential which the position pays.
5. The target date by which the selection for the position will be made.

ARTICLE VIII SUBSTITUTES

A. Permanent Substitutes

Positions which will be vacant for at least one semester will be filled by personnel in accordance with regular teacher selection as per Article VII covering employment and hiring policy.

This provision applies only to excessed Three Village teachers up to January 31 of the school year. After January 31, substitutes, including excessed teachers, may be hired at a rate of pay established by the District regardless of when the position originally became open.

Refer to Article V for excessed teachers' preferential interview status.

B. Procedures

1. The administration will compile a list of temporary substitute teachers showing those with and without certification after each name.
2. Each principal will receive a list of temporary substitute teachers within his/her particular area.
3. A teacher may, if he/she knows ahead of time that he/she shall be absent for more than one (1) day, make necessary arrangements for his/her substitute from the provided list, through his/her principal's office.
4. All teachers will follow established procedures. Example: Call central information giving his/her name, school, subject areas and length of time his/her absence. If the teacher wishes the substitute to contact him/her, the substitute will be instructed to do so. A teacher may request by name a substitute who is on his/her building substitute list; that person will be called first unless it is known that requested substitute is not available.

5. If a teacher is going to be absent the second day, he/she will call his/her school during the school day in order that the same substitute teacher may be rehired for the next day, unless the teacher has previously indicated the anticipated length of absence.

6. Teachers will be notified of the specific hours to call the central information.

C. Pay

Substitute teachers' pay is to be regulated by the administration, except as otherwise noted on this contract.

D. Substitute List

Every effort will be made to expand the substitute list for special areas, and a substitute will be provided for special area classes whenever possible. In the event that no special area substitute can be found, other teachers on the substitute list will be sought to meet the schedule of the absent special teacher. See Article XXVII for teacher substitute coverage assignment and substitute lists.

ARTICLE IX TEACHER ASSIGNMENTS

A. Notice

Teachers shall be notified in writing concerning their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and subject that they will teach and any special course or assignments for which they have been scheduled. To the extent possible, this notification will be made prior to May 1st. Notice of intent to return from a leave of absence is to be made by May 1. See Article XXVI.

B. Interschool Travel

In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Appropriate consideration will be made for teachers moving from one school to another. Traveling personnel shall be compensated at the IRS compensation rate per mile.

C. Calendar/Work Days

1. In developing the School District calendar for each year, the administration will consult with the Professional Rights and Responsibilities Committee of the Association.

2. The following year's school calendar shall be published and distributed to all teachers no later than one (1) week prior to the closing of school in June.

3. The number of teacher workdays shall be no more than 182 days, except for the following days:

- a. Days for new teacher orientation and two annual teachers' conferences.
- b. Additional days requested by teacher.
- c. Days necessary to complete professional responsibilities such as completing report cards and attendance records.
- d. Days necessary to cope with dire emergencies.

D. Liabilities

All teachers will be informed of their liability coverage when driving on school business. At no time will a teacher be asked to perform such a function without the written authority of the building principal or his/her designee.

E. Snow Days

The calendar shall be reduced by a maximum of 2 days annually in the event that schools are not closed due to inclement weather.

ARTICLE X CAFETERIA AND PLAYGROUND DUTY

The Board will continue to relieve elementary teachers of cafeteria and playground duties, and secondary teachers of cafeteria duty.

Both the Board and the TVTA encourage teachers to volunteer for cafeteria supervision in lieu of a regularly scheduled duty. Once committed to volunteer, teachers will serve for the entire school year or for the period as agreed to by the teacher and the principal.

ARTICLE XI CLASS SIZE AND TEACHER LOAD

A. Elementary

The following guidelines will be observed in scheduling classes and assigning teachers in elementary schools:

Kindergarten -	An average of 23 students per class, district wide
Grade 1 -	An average of 25 students per class, district wide
Grade 2 -	An average of 25 students per class, district wide
Grade 3 -	An average of 25 students per class, district wide
Grade 4 -	An average of 26 students per class, district wide
Grade 5 -	An average of 26 students per class, district wide
Grade 6 -	An average of 26 students per class, district wide

These averages shall be computed excluding classes designated as Project ABLE.

If the above averages are exceeded after October 15, the parties shall meet to examine a mutually satisfactory solution to the problem. If no agreement is reached within 30 calendar days, the parties agree that the matter shall become a grievance at that time and shall be submitted to arbitration. The arbitrator shall be limited to selecting the last best offer

submitted by either side provided, however, he/she shall have no power to create an additional class.

B. Secondary

In secondary schools, the following guidelines will be observed.

1. (a) Keyboarding classes shall have as a maximum size the number of student equipment stations available. This clause shall be deemed to be satisfied by the standard utilized in the District during the 1982-83 school year.

(b) Technology and Family and Consumer Science classes shall be limited to a maximum class size of 24, except Woodworking at the high school, which shall be limited to a maximum of 22.

These class size limits shall not be exceeded after ten (10) school days from the start of a class section.

2. The maximum size of all science sections where instruction depends upon student equipment stations shall not exceed twenty-eight (28) at the end of the first quarter.

However, in cases where new enrollees from outside the District enter the school system after October 15th and whose programs require placement in a lab science section, the number twenty-eight (28) may be exceeded, provided there is no similar lab science class under twenty-eight (28).

Any lab science section which is scheduled as a singleton shall have a maximum of thirty (30) students as of October 15th of the school year. This enrollment may be exceeded if new enrollees enter after October 15th and their program requires the singleton lab science. Any science lab sections that are combined after the opening of school to form a singleton shall have a maximum of twenty-eight (28) after October 15th, which may be exceeded for new enrollees as above.

3. Classes in English, history, mathematics, language and similar academic subjects shall average 27 students per class.

4. English teachers will be limited to a load of 120 students (departmental average) per semester, with an individual teacher maximum of 135 students.

5. Other regular classroom teaching assignments will be limited to 135 students (departmental average) per semester. This average shall be increased to 270 students as to classes that meet every other day. Teachers who are assigned full programs of classes that meet every other day, other than physical education, after consultation between the Superintendent and TVTA, shall be offered pass/fail option, multiple choice examinations, and reduction of reporting requirements in an effort to reduce the extra workload created by this form of scheduling. In the event that teachers with such schedules elect the options referred to above, said options shall also be available to teachers with less than full schedules as to those classes that meet every other day.

6. In the secondary schools, the teacher's assignment will normally include 25 teaching periods per week, or the equivalent in minutes or modules, plus other

assigned responsibilities not to exceed five (5) periods per week.

ARTICLE XII PROFESSIONAL RESPONSIBILITIES/SCHEDULES

A. Professional Responsibilities

The Board and the Association agree and recognize that the teacher's prime responsibility is to his/her students and that this responsibility extends beyond the teacher's own daily class assignments and student load during the workday to a responsibility to exert a positive influence on all the students in the school. The attitude and actions of teachers in the area of building supervision is an important aspect of creating a positive learning climate in a school.

Teachers should exercise this responsibility with care and concern for the well being of the students in the building. To this end, the following conditions shall be in effect:

1. As a profession, teaching is not limited to specific hours or specific number of workdays. It is understood that as professionals the teachers shall meet all obligations and necessary duties. When needed, teachers will make themselves available for extra help and parental conferences after school hours - at times contiguous with the school day. It is understood that it is not the intent of the parties to change the current practice of offering extra help and parental conferences at the discretion of the teacher. This obligation is subject to the District's right to insure that all teachers make themselves available for such help and conferences when required for the academic needs of the students. Such District right shall not be exercised in an unreasonable, arbitrary, or capricious manner.
2. A two-day program of orientation for new teachers and a one-day program of orientation for present staff will be provided each year prior to the first day of classes. It is the professional obligation of the teacher to attend these sessions.
3. The Three Village Teachers Association, in cooperation with the office of the Chief School Administrator, will arrange and sponsor the Annual Teachers Conference Day.
4. During the first year of teaching experience a teacher's immediate supervisor (principal or chairperson) may suggest that the teacher devote a reasonable number (not to exceed a total of 15) of non-teaching periods to observing classes conducted by other teachers.

B. After School Meetings

1. After school meetings requiring the attendance of every teacher, or of every new teacher, whether they be general faculty meetings called by the Chief School Administrator, individual building meetings called by the building principal, or department meetings called by the department chairperson, shall have a meaningful and purposeful intent pertinent to the instructional program or curriculum practiced within the school system and shall not be scheduled as a matter of policy or routine. At the intermediate elementary level, one faculty meeting per month of one hour duration may be used for staff development purposes. Provision for this meeting shall

not constitute a precedent for or against the position of either party regarding the interpretations of the first sentence of this paragraph in any future grievance.

2. The faculty shall receive at least 48 hours' advance notice of such meetings, except in dire emergencies.

3. Attendance at night-evening meetings, except for one evening for Open House, shall be up to the discretion of the individual faculty member. The Association shall encourage an active participation in these meetings as part of the teacher's responsibility.

4. Effective September 2000 and thereafter, in addition to the meetings referred to in paragraph 3 hereof, teachers grades K-12 shall also be required to attend two evening parent/teacher conferences annually to commence after teacher dismissal pursuant to a schedule developed annually in collaboration with the President of the TVTA with final determination by the Superintendent of Schools. The format for said conferences shall be subject to the following:

- ∞ Conferences shall occur on dates when school is in session.
- ∞ Conferences shall commence no later than 7:00 p.m.
- ∞ Conferences shall be three (3) hours in length.
- ∞ The format shall not provide for group parent-teacher conferences.

5. Staff Development - Effective September 2004, teachers shall also be obligated to attend two hours of professional development to commence no more than fifteen minutes after dismissal at the latest participating school. The schedule will be developed annually in collaboration with the President of TVTA with final determination by the Superintendent in accordance with the Professional Development Plan.

C. New Instructional Courses

When new instructional courses are instituted in the district, a teacher in the teaching field involved may be required to attend one (1) district paid inservice course every two (2) years, unless he/she attends a comparable graduate course on his/her own.

D. Schedule

1. The length of the day for all teachers shall be seven (7) hours. The schedule of individual teachers may be altered to provide for staggered starting and ending times within a building pursuant to the following:
 - a. the nine period day schedule of teachers and students may be altered to a maximum of one period per day to commence immediately before or after the start of the traditional first period of instruction;
 - b. building administration shall first request volunteers for altered scheduling by department;

- c. to the extent administration determines that more volunteers have come forward than it deems necessary, selection for altered schedule shall be based upon seniority within the department with the most senior teachers having first option;
 - d. to the extent administration determines that insufficient volunteers have come forward than the number it deems necessary, assignment shall be made based upon seniority within departments with the least senior teachers being assigned first;
 - e. in the aftermath of initial implementation of altered schedules pursuant to this paragraph, assignments shall be rotated within departments based upon seniority as referred to herein. No teacher shall receive a second assignment until every teacher in the department has received an assignment;
 - f. notwithstanding the above, at the High School, only volunteers will be accepted for alternate schedules which begin before the traditional first instructional period. Alternative schedules which begin or end after the traditional last instructional period shall be limited to multi-section classes for core academic areas.
2. In addition to homeroom duty, secondary teachers shall be assigned to:
- a. no more than 25 teaching period per week, or the equivalent in minutes or modules which may include laboratory classes;
 - b. five preparation periods per week in which no duty will be assigned;
 - c. five duty free lunch periods;
 - d. five periods for supervision or supervised study hall;
 - e. five professional/service periods per week during which assignments shall be determined by the building principal and shall include:
 - 1. staff development including on-line staff development, lesson design, and workshops
 - 2. parent meetings
 - 3. data analysis of student performance
 - 4. test/exam construction
 - 5. alignment of existing curriculum
 - 6. meetings with administrators
 - 7. mentoring within the guidelines of M.T.I.P. as to confidentiality, evaluation, and selection
 - 8. grade level/course meetings

9. inclusion teacher meetings
10. provide input to principal/chair regarding budget preparation
11. construction and review of buildings plan for results
12. preparation for state assessments (logistics and strategies)
13. CSE/IST meetings
14. peer visitations
15. student assistance which is defined as a teacher in the classroom of another teacher to support instruction
16. assignment to an academic center pursuant to a plan developed by the District in consultation with TVTA. Assignments/attendance of students to the academic center shall be limited to a maximum of five students per session per teacher.
17. teacher professional preparation
18. end of quarter reporting
19. contact with special education teachers
20. teacher consultation including as to students participating in the academic centers.

The parties agree that teacher assistance (#15) and/or assignment to academic center (#16) shall be limited to a maximum of two periods per week.

The parties further agree that the plan for use of the professional/service period shall be reviewed annually by representatives of Administration and TVTA who may make recommendations to the Superintendent of Schools.

f. Professional Responsibilities/Schedules - With the approval of the TVTA, teachers may volunteer to teach a 6th instructional assignment period in lieu of their preparation period. Any 6h instructional assignment shall be in a teacher's designated tenure area. In the event there is more than one volunteer, the District shall give considerations to past performance, qualifications and the suitability of the individual for the assignment. Teachers who cover a 6th teaching assignment for a full year shall receive a stipend equal to 1/6th of their annual salary. Stipends for assignments of less than a full year in duration shall be prorated accordingly. In no way shall this provision be utilized to affect a reduction in staff or a reduction in any full-time position.

3. All elementary school teachers shall be scheduled for a 45-minute duty-free lunch period every day unless impossible. In the event such a period cannot be provided, the Professional Rights and Responsibilities Committee of the TVTA shall receive upon request a written report of the reasons for each such instance.

4. Elementary teachers shall be scheduled for a 45 minute duty-free preparation period daily.

5. At the elementary level, the time between teacher sign-in and the beginning of the student day, or the end of the student day and teacher sign-out, as determined by the building principal, shall be designated as a professional/service period. During this period, teachers shall be required to engage in specific professional tasks as determined by the building principal to include:

1. staff development including on-line staff development, lesson design and workshops
2. parent meetings
3. data analysis of student performance
4. test/exam construction
5. alignment of existing curriculum
6. meetings with administrators
7. mentoring within guidelines of M.T.I.P. as to confidentiality, evaluation and selection
8. grade level/course meetings
9. inclusion teacher meetings
10. input to principal regarding budget preparation
11. construction and review of buildings plan for results
12. preparation for state assessments (logistics and strategies)
13. CSE/IST meetings
14. Peer visitation
15. Extra help pursuant to a plan/program developed as per this paragraph.
16. teacher professional preparation
17. contact with special education teachers
18. End of trimester reporting

Assignment to extra help (#15) shall be limited to two periods per week and five students per day. Procedures for extra help shall be made pursuant to a plan developed by the District in consultation with TVTA and shall be reviewed annually after which recommendations may be made to the Superintendent. Final determinations as to who will receive extra help on a particular day when more than five students who request/are assigned to same shall be made by the principal upon consultation with the individual teacher. If the professional period is scheduled to occur in the afternoon in a particular building, the schedule shall allow for ten minutes at the primary level between teacher sign-in and the start of the student day. At the intermediate level, this period shall be reduced to five minutes.

6. The last two (2) scheduled days of school will be half days of instruction at the elementary level provided there is no loss of state aid because of attendance requirements of the State Education Department. The remainder of those school days shall be used by said teachers for non-instructional purposes related to the closing of the schools.

7. Elementary Special Subject Teacher Load – Notwithstanding any policy or practice to the contrary, the building principal will assign elementary special subject teachers to thirty student contacts per week. As to music and art teachers, however, the principal will reduce this number to twenty-eight periods per week in which case such teachers shall utilize two periods per week for concert preparation and large group instruction as to music teachers and building art displays as to art teachers. As to physical education teachers, building principal shall make a reasonable effort to schedule classes consecutively as to primary/intermediate levels. The decision of the building principal shall be subject to appeal to the Superintendent of Schools whose decision shall not be otherwise subject to the grievance machinery of this contract.

ARTICLE XIII AGENCY FEES

- A.** The District shall notify all employees who are currently on the payroll within the title covered by this Agreement that those employees who are not members of the Union shall have deducted from their salary an agency fee.
- B.** Every employee appointed after the effective date of this provision who does not join the Union at the time of appointment shall have an agency fee deducted. If the employee joins the Union, such agency fee deduction shall be discontinued on the same date the dues check-off authorization takes effect. The Union shall be obligated to immediately provide the District with the name of any employee in connection with whom such agency fee deduction should be discontinued.
- C.** An employee who terminates Union membership shall have deducted from his/her salary an agency fee. Such agency fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
- D.** The agency fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck only and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the School District, and, except as referred to in this Article, shall be deducted in accordance with the same rules and procedures currently employed by the District in connection with the authorized dues deduction. The Union shall certify to the School District the appropriate amount of rate for the agency fee deduction.
- E.** Changes in the amount of any agency fee deduction shall be effective at the same times as is the practice with change in membership dues deductions. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency fee.
- F.** Upon receipt by the School District of notice of change in the amount of the agency fee deductions, employees having the agency fee deducted shall be notified, in writing, by the payroll office of the change in the amount to be deducted periodically and the date on which such new deduction will begin. A copy of this notice shall be sent to the Union.
- G.** The Union shall refund to the employees any agency fees wrongfully deducted and transmitted to the Union.
- H.** No assessments of any kind or nature will be collected through the agency fee deduction.
- I.** The District shall not be liable in the operation of the agency fee deduction for any mistake or error of judgment or any other act of omission or commission, and the Union agrees for itself, its successors and assigns to all times indemnify the District and/or the Board of Education against any and all claims, suits, actions, costs, charges and expenses and against all liability and losses and damages of any nature whatsoever that the District and/or the Board of Education shall or may at any time sustain or be put to by reason of the inclusion of the above Agency Fee Article in the collective bargaining agreement between the

Union and the District. In addition, upon request by the Board of Education, the Union will provide an attorney to defend the Board in any claim against the Board arising out of the deduction and transmittal of Agency Fee as referred to above. Should the Board decide to retain its own counsel in such action, the Union will not be liable for the Board's attorney's fees.

J. The Union affirms that it will establish and will maintain a procedure which provides for the refund as provided by law. The maintenance of such a procedure is a condition for the continuance of the agency fee.

ARTICLE XIV EXTRA-CURRICULAR ACTIVITY

A. Extra-curricular activity is an integral part of the education scene. Such activity is an implementation of the scholastic program, is an acceptable media for the student to experience enrichment under the guided supervision of teachers, and offers to the student exposure in those areas not formally designated in the curriculum program.

B. Teacher participation in extra-curricular activities will be strictly on a voluntary basis. Once the teacher accepts the responsibility of an activity, that teacher is bound to participate in the activity for its duration, excluding unforeseeable circumstances.

Teachers may volunteer for an extra-curricular activity without pay in lieu of duty.

C. Teacher involvement in these activities occurs at the end of the school day and is in addition to prescribed assignment. This additional time on the part of the teacher to conduct an activity shall be compensated.

D. The Board of Education will provide a sum of \$125,153 for elementary and secondary extra-curricular activities for the 2008-2009 school year. This figure shall be increased to \$128,907 in 2009-2010, \$132,774 for the 2010-2011 and \$136,757 for the 2011-2012 school year. The rates of pay for extra-curricular activities are listed in Appendix E.

Co-Curricular Activities that are offered must be paid at the rate of pay listed in Appendix E. Principals may exceed their total building allocation for Co-Curricular Activities at their discretion.

E. Beginning in September 2000, each building shall have an Extracurricular/Cocurricular Committee composed of up to two administrators and up to three teachers chosen by the TVTA in consultation with the principal (one of whom recommended shall be the building rep). The function of this committee shall be to decide which activities are to be held and the proper category for those activities after consultation with the building staff. Recommendations for changes to the schedules shall be made to the Superintendent for final determination.

F. The 2008-2009 Step 2 hourly rate for coaches shall be increased by 3%, an additional 3% in 2009-2010; an additional 3% in 2010-2011; and an additional 3% in 2011-2012. Step 1 will be \$.50/hr. below Step 2, and Step 3 shall be \$.50/hr. more than Step 2.

Hourly rates for supervision of athletic activities and the official scoreboard timer operator and the per contest rate shall also be increased by 3% in 2008-2009; 3% in 2009-2010; 3% in 2010-2011; and 3% in 2011-2012.

The schedules reflecting these rates are contained in Appendix C.

ARTICLE XV SUMMER SCHOOL PROGRAM

- A.** The Board and the Association recognize that the summer school program, including and not limited to any externally funded projects, may vary from year to year, may offer opportunity for experimentation, and may call for flexibility in approach.
- B.** Once a summer school program has been established, the administration will publicize its general scope and content, listing the teaching positions open and to be filled by faculty. No teaching positions shall be filled by a teacher not employed by the Three Village Central School District if, in the judgment of the Chief School Administrator, there is an equally qualified applicant for such a position who is employed by said School District.
- C.** When applicants for summer school positions exceed the positions available, the best-qualified applicant shall be selected. In making such selections, the central administration shall consider the teacher's area of competence, major or minor field of study, and teaching performance.

ARTICLE XVI TEACHER EVALUATION

A. Observation and Evaluations

1. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. It is agreed that the use of eavesdropping, public address or audio systems and similar monitoring devices shall not be used for purposes of evaluation.
2. The basic purpose of supervision and evaluation shall be the improvement of instruction. The evaluation will measure primarily professional competence. Other areas such as personal characteristics and relations with others will be considered.
3. Teachers will be given a copy of any observation report prepared by their supervisor before it is submitted to central administration personnel files. The observation report shall have a place for the teacher to make any comments on the observation. The teacher may request a delay of two (2) days prior to the signing and filing of such report.
4. It is mutually agreed that:
 - a. All *Foundational Phase A and B* teachers shall have (3) written, formal observations per year, and shall receive within a reasonable time (no more than 15 calendar days) a copy of each written observation.
 - b. All *Professional Growth Phase* teachers shall have at least one (1) written formal observation per 3-year cycle, and shall receive within a reasonable time (no more than 15 calendar days) a copy of the written observation. *Professional Growth Phase* teachers shall also have the opportunity to develop Professional Growth Plans either individually or with colleagues as approved by their administrator within the 3-year cycle as

pursuant to Performance Appraisal System Document.

c. All *Foundation A and B* teachers shall receive a written copy of their mid-year evaluation. All teachers shall receive a written copy of their yearly evaluation report within a reasonable time (no more than 15 calendar days) after its completion, prior to submission to central administration personnel files.

d. No teacher shall receive adverse comments from any observer in the presence of students or other teaching or non-teaching personnel who are not directly involved in the evaluation of teaching.

5. A teacher may file a non-grievable appeal with the Chief School Administrator concerning a problem relating to his/her immediate supervisor or administrator, stating circumstances of the problem. Within fifteen (15) days of receipt of the appeal, the Chief School Administrator shall attempt to resolve the problem and notify the parties accordingly.

B. Teachers Files

The official District teacher file shall be maintained in the central office under the following circumstances:

1. Excluding references and information obtained in the process of evaluating the teacher for initial employment, any material which is derogatory of a teacher's conduct, service, character or personality shall not be kept unless the teacher has had an opportunity to examine the material. The teacher must affix his/her signature on the actual copy to be kept with the understanding that such signature merely signifies that he/she has examined the materials. Such signature does not necessarily indicate agreement with its content.

2. The teacher shall have the right to answer any material kept and his/her answer shall be placed on file.

3. Upon written request by the teacher, he/she shall be given access to his/her file, and shall be furnished a reproduction of any materials in the file, excluding references or information obtained in the process of evaluating the teacher for initial employment.

C. Complaints

A significant complaint of substance regarding a teacher made to the administration by any parent, student or other person will promptly be called to the teacher's attention. The complaining party shall be identified for the teacher upon request.

D. Tenure Notice

In order that probationary teachers may themselves receive adequate and fair advance notice on rehiring, the Chief School Administrator will notify teachers in writing of his/her intention not to recommend rehire of any probationary teachers at least 60 days prior to the date of termination.

ARTICLE XVII TEACHER FACILITIES

The following conditions shall prevail in each building:

1. Each classroom shall have facilities with a lock, adequate filing space, storage area, and desk with chair.
2. In all new buildings, toilet facilities shall be located in or readily accessible to the primary classrooms to the extent possible.
3. To the extent possible, all necessary instructional material and supplies for the ensuing school year shall be available by the opening day of school.
4. A private dining area shall be established for the use of the professional staff in all new buildings and, to the extent possible, in other existing schools.
5. A teacher workroom containing adequate equipment to aid in the preparation of instruction.
6. An appropriately furnished room for use as a teacher lounge.
7. Counselor's office shall be arranged to insure privacy.
8. Two or more classes will not be conducted simultaneously in the same room for an extended period of time. Exceptions are physical education classes, large group instruction and team teaching.
9. All health offices will be equipped with refrigerators.

ARTICLE XVIII INSERVICE EDUCATION/ GRADUATE COURSES

A. District Sponsored Inservice Education

1. The Board agrees to make five (5) inservice courses available to the teachers in order that they may improve their capabilities.
2. Any professional staff member may take any inservice course that is offered by the District.
3. All inservice courses shall receive salary credit.
4. Salary credit for inservice courses will be granted on a one-to-one basis (one (1) inservice credit for every graduate credit taken). Any teacher may take an inservice course for no credit. TVTA may allow fewer than the contractually required courses.
5. As to teachers employed after January 8, 2008, for each 15 credit step increase, at least 6 credits must be graduate credits. The remaining 9 credits per step increase can be obtained through inservice courses. Graduate credits beyond 6 can

be banked and used at the next step increase.

6. The course offerings and procedures for determining the courses to be offered will be mutually agreed upon by representative(s) of the TVTA and representative(s) of the Superintendent's office.

7. Should the District hire a teacher member of the bargaining unit to teach an in-service course pursuant to this paragraph, that teacher shall be paid \$61.80 per course hour for 2008-2009; \$63.65 per course hour for 2009-2010; \$65.65 per course hour for 2010-2011; and \$67.50 per course hour for 2011-2012.

B. Non-District Sponsored Inservice Courses

1. Professional staff members may take SCOPE-sponsored courses and shall receive salary credit for those courses, provided that they are not duplications of previous courses taken and the teacher has received advance approval from the office of the Chief School Administrator.

2. A teacher desiring to enroll for an inservice course offered by another professional organization and wishing to receive salary credit for the course shall submit to the office of the Chief School Administrator pertinent information relating to the course offering and must receive the approval of the said officer prior to his/her enrollment in the course.

3. Nothing herein will require the Board to participate in, or pay for, any program sponsored by or given by SCOPE.

4. In order for in-service courses to be considered for approval pursuant to this paragraph, said courses must provide for at least 15 hours of class time for each in-service credit. Courses will not be considered unless the sponsoring institution certifies that the instructor possesses a minimum of a master's degree in the content area of the course and satisfactory experience in said area.

C. Graduate Courses

1. Credit toward salary advancement will be granted on the basis of the salary schedule accepted by the Teachers and the Board.

2. All graduate courses which are offered on a campus of an institution approved by the State Education Department as authorized to offer graduate courses in that area, which improve a teacher's professional competence in his/her current assignment, shall be approved for salary credit. All other courses shall require, prior to registration, the approval of the Office of the Chief School Administrator if salary credit is desired. Such approval shall not be unreasonably withheld. Notification of the satisfactory completion of such courses shall be made to the District office.

3. A maximum of eighteen (18) credits may be taken during the school year. Exceptions must be approved by the Chief School Administrator.

ARTICLE XIX INSTRUCTIONAL MATERIALS

The selection of instructional materials to aid in the teaching of the curriculum areas shall be a joint venture of the teachers who will use the materials and the administrators or department chairperson, if there be one. It is recognized that the recommendation of media specialists shall weigh heavily in these decisions.

ARTICLE XX VOLUNTARY TRANSFERS AND ASSIGNMENTS

A. By May 15th of each year the Chief School Administrator shall have posted in all school buildings a list of the known vacancies which will occur in the District during the following school year. The list shall consist of such information as:

1. Lists of new positions - school and grade levels.
2. Lists of positions available as a result of teachers leaving the system or going on leave - school and grade levels.
3. Positions which might be available due to interschool transfers - school and grade levels.

B. Teachers who desire a change in grade or subject assignment, or both, or who desire a transfer to another building, shall file a written statement of such desire with the Chief School Administrator or his/her designee not later than May 30th. Such statement shall include the grade(s) and School(s) to which he/she desires to be transferred in order of preference.

C. No later than May 30th, teachers may file applications for reassignment or transfer to positions listed on the list of vacancies.

D. As soon as possible, and under normal circumstances, not later than June 15th, the Chief School Administrator shall post in appropriate places and make available upon request to the Association, a system wide schedule showing the names of all persons who have been reassigned or transferred and the nature of such reassignment or transfer.

E. In the determination of requests for voluntary reassignment and/or for transfer, or for both, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system.

F. During the summer, lists of known vacancies will be supplied upon request to the Corresponding Secretary of the Association as they come.

ARTICLE XXI INVOLUNTARY TRANSFERS AND ASSIGNMENTS

Although the Board and the Association recognize that some involuntary transfers of teachers from one school to another or reassignment within a school may be unavoidable, they also recognize that frequent transfers or reassignments of teachers are disruptive of the educational process and interfere with optimum teacher performance. Therefore, they agree

as follows:

- A.** Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable, and under normal circumstances not later than August 1.
- B.** When involuntary transfer or reassignment is necessary because of a reduction in the number of classes, volunteers will be transferred or reassigned first. A teacher's area of competence, major and/or minor fields of study, quality of teaching performance, and length of service in the Three Village School District will be considered in determining which teachers are to be transferred or reassigned.
- C.** An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Chief School Administrator or his/her designees, at which time the teacher will be notified of the transfer or reassignment.
- D.** A list of open positions in the school system will be made available to all teachers being involuntarily transferred or reassigned. Such teachers may request the positions, in order of preference, to which they desire to be transferred. Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment. As among such teachers, those best qualified for a particular position shall receive priority, and qualification being substantially equal, seniority in the school system shall determine.
- E.** In no case shall a teacher be involuntarily transferred more than once in three consecutive years of teaching, except as may be necessitated because of student enrollment changes.
- F.** The Board, in exercising its right to transfer involuntarily a specific teacher, because of the need for that teacher in another location/position, must provide notice under normal circumstances by August 1. The Board, in exercising its right to transfer involuntarily a specific teacher where such teacher does not satisfy the Board in his/her present position, must provide notice under normal circumstances by August 1. Such transfers shall not be made in an arbitrary or capricious manner.

ARTICLE XXII TEACHER PROTECTION

- A.** As soon as possible, teachers shall report in writing to the building principal all cases of assault suffered by them in connection with their employment.
- B.** The building principal shall forward a written report to the Chief School Administrator and the Board. The office of the Chief School Administrator will comply with any reasonable request from the teacher, whether or not still employed by the District, for information in its possession relating to the incident or from the persons involved, and will act as a liaison between the teacher, the police and the courts.
- C.** Whenever a teacher is absent from school as a result of personal injury caused by an assault occurring in the discharge of his/her duties and not as a result of his/her negligence, he/she will be paid his/her full salary for the period of such absence during that school year, and no part of such absence will be charged to his/her annual sick leave.

D. The Board shall have the right to have the teacher examined by a physician agreeable to both parties for the purpose of establishing the length of time during which the teacher's temporary disability will prevent him/her from performing his/her duties and the opinion of said physician shall control.

E. Whenever a teacher is absent from school as a result of an accident caused by reason of the negligence of the District, its agents, servants, or employees, he/she will be paid his/her full salary for the period of such absence, during that school year, and no part of such absence will be charged to his/her annual sick leave.

F. The Board shall establish, adopt and enforce a firm policy to deal with students involved with assaults upon school personnel which recognizes the very serious nature of such actions and the need for immediate action determined by the particular circumstances of each case.

G. Continuing the present policy, teachers will not be required to drive pupils to school activities which take place away from the school grounds. Teachers may do so voluntarily with the advance written approval of the principal or their supervisor. In such event, the teacher shall be compensated for such travel at the IRS rate.

H. In the event that the District pays a teacher his/her salary during an absence pursuant to Section E of this article, and the teacher receives payment of monies in lieu of such salary from sources other than a personal insurance policy wholly paid for by him/her, the District shall be reimbursed for the salary paid by it to the extent of such additional payment received by the teacher.

ARTICLE XXIII GROUP INSURANCE

Any teacher covered by this contract will be eligible to participate in a comprehensive insurance plan. The plan will include:

A. Health Insurance

1. A group health insurance policy shall cover all teachers and be paid 88 ½ % by the Board of Education. Effective July 1, 2009, the Board's contribution shall be 87% of the cost of premium. Effective July 1, 2010 and thereafter, the Board's contribution shall be 85% of said cost. The District shall be entitled to discontinue participation in the Empire/HMO State Group Health Insurance Policy and to participate as a member of The Suffolk School Employees Health Plan pursuant to its rules and regulations. Effective July 1, 2008 and thereafter, domestic partners coverage shall be authorized to the extent permitted pursuant to the rules and regulations of the Suffolk School Employees Health Insurance Plan and the Empire State Group Health Insurance Policy.

2. Members who withdraw from the District's health insurance plan shall receive 35% of the District's contribution to the cost of premium for individual or family coverage, whichever is applicable, provided they remain uncovered under the plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of each twelve (12) month period and will be paid within thirty (30) days after the conclusion of said period. Withdrawal from said plan will be permitted only effective

October 15th or April 15th. Nothing contained herein shall preclude a member from reentering the plan within the twelve (12) month period provided, however, that in the case of a member who reenters in less than twelve (12) months no payments shall be made. After the twelve (12) month period, such member may only reenter the plan if he/she is no longer covered by the identical plan of a spouse.

3. Members hired on or after July 1, 1985 shall not be eligible for health insurance by the District if they are eligible for coverage under the plan of a spouse or domestic partner, provided the spouse's or domestic partner's coverage is identical to the health insurance plan being provided by the District for other members of the bargaining unit. Such member shall be paid \$1,000.00 at the end of 12 months and annually thereafter. Such members shall be eligible for such coverage only if their spouse or domestic partner ceases to be covered by an identical health insurance plan or the Empire/HMO State Group Health Insurance Policy as currently in effect in the District.

4. Notwithstanding the provisions of paragraph 3 above, teachers hired after July 1, 1985, shall be entitled to enter the District's health insurance plan for the minimum time necessary to ensure coverage upon retirement provided they fulfill the requirements set forth at paragraph C (1) hereof.

B. Benefit Trust Fund

1. The TVTA has established a Benefit Trust Fund for the purpose of providing a continuing program of benefits for the members of the bargaining units represented by it. The trust shall provide a group dental policy and a group life insurance policy and other benefits which the trust shall have sole option of selecting on behalf of its members.

2. The District will contribute for each member of the bargaining unit: \$1,555 in the 2008-2009 year; \$1,585 in the 2009-2010 year; \$1,615 in the 2010-2011 and \$1,645 in the 2011-2012 year of this agreement.

3. For teachers who are hired as additions to the permanent staff complement (not hired as replacements) after October 1st of the school year, the Board's contribution will be prorated on a per month basis or major portion thereof.

4. If at any time during the term of this contract insurance rates shall be reduced, any additional savings to TVTA shall be reflected in the monies available for the purchase of additional fringe benefits.

5. Any sum required for the teachers' insurance coverage in paragraph (B.1) of this article which is above the District's per teacher contribution rate shall be provided by the TVTA. Any monies not expended from the Board allocation to the TVTA group insurance package will be carried over each year as an encumbrance to be used for group insurance benefits as described in this article.

6. If the insurance company offers the option, the individual teacher shall have the right to assume additional insurance coverage at his/her own expense.

C. Retired Teachers' Insurance

1. Retired teachers of the District shall be entitled to health benefits pursuant to this paragraph to the same extent as active teachers provided that they have at least ten (10) years of consecutive service with the District immediately preceding retirement or at least fifteen (15) years of total service to the District immediately preceding retirement. As to teachers with an effective date after the ratification of this memorandum of agreement, eligibility shall be limited to those who have at least fifteen (15) years of consecutive service with the District immediately preceding retirement. Authorized unpaid leaves of absence shall not count toward fulfillment of the service requirements set forth in this paragraph, nor shall they constitute a break in service. Teachers with fifteen (15) years of service or more shall be exempt from this restriction. Effective for all teachers retiring July 1, 1997 and thereafter, all retired teachers entitled to benefits pursuant to this paragraph, shall receive the same health benefits as active teachers and shall be required to contribute to the cost of premium to the same extent as the individual teacher contributed during the last year of his/her employment.

2. Leaves of absence shall not be counted as time served and a leave of absence will not be considered a break in service. Similarly, a teacher whose position has been abolished and whose name appears on the preferred eligible list shall not have the time spent on the preferred eligible list counted as time served in the District. Time spent on the preferred eligible list shall not be considered a break in service unless the teacher has accepted employment in another district or organization entitled to make payments on that teacher's behalf to the New York State Teachers' Retirement System. Any former teacher who has accepted employment with another such district or organization shall not be entitled to health insurance benefits upon retirement except to the extent required by law.

3. Any of these restrictions placed on retired teachers receiving health benefits shall not apply to teachers who retire effective prior to July 1, 1988.

4. If available from the insurance company, individual teachers upon retirement from the Three Village School District may continue all group insurance benefits, but shall pay the cost of same with the exception of health, which shall be paid by the District, see C (1), under group insurance rates, provided their being in the group does not raise the overall group rate.

D. Flexible Benefits

Effective January 1, 1998 and thereafter, the District will provide a Flexible Benefits Plan as provided by Section 125 of the Internal Revenue Code.

ARTICLE XXIV SICK AND PERSONAL LEAVE

A. Sick Leave

1. The present sick leave policy of unlimited sick leave for illness of individual employees shall be continued for the life of this contract for tenured teachers only. However, a leave pursuant to this paragraph shall be limited to a maximum of two years after which time the teacher shall be moved to unpaid status and shall be required to apply for disability retirement under the New York State Teachers' Retirement System. Non-tenured teachers shall receive fifteen (15) days of sick leave per year, cumulative as per section 2 below. The Board may grant additional sick days beyond the allowable accumulation.
2. Illness in Family - Tenured and non-tenured teachers may not use more than two days per year of their sick leave entitlement for illness in the family. These days may be accumulated to a maximum of ten (10), it being expressly understood that they are part of, and not in addition to sick leave entitlement. This provision shall be in lieu of and replace current practice and policy regarding the use of sick leave for family illness for emergencies. Current practice and policy regarding the use of personal illness for catastrophes shall continue provided that the use of sick leave entitlement for such purpose is subject to verification by the District.
3. The school district will accumulate to the teacher's credit at the rate of 15 days per year all unused sick days to a maximum of 225 days.
4. The Association agrees to protect the interest of teachers and the District by assuring that sick and personal leave are used validly and are not abused.
5. Pregnancy/disability absence will be granted in accordance with the provisions of State law, the terms of this agreement and Board policy. Absence for pregnancy/disability may be charged to sick leave and the employee shall be paid for the days absent during her period of disability according to Board policy.

B. Personal Leave

All professional staff members will be granted the following personal days off with pay. Notification for personal days shall be made in writing prior to the effective date of the leave, except in case of emergency.

1. Days of religious observance where the employee is prohibited from working pursuant to the tenets of his/her religion.
2. Up to three (3) days for personal business.
Requests for personal days before and after holidays and vacation periods must be accompanied by reasons and are subject to approval by the Superintendent or his designee, according to the guidelines currently in effect for personal days.
3. Professional days for the purpose of attending conferences or meetings of a professional organization and visiting other school districts with the approval of the office of the Chief School Administrator.
4. Upon notification of the building administrator, appropriate leave in the event of

death in the immediate family.

5. For any mandated appearance in legal proceedings where the teacher is subpoenaed or any legal proceedings connected with the teacher's employment with the School District.

6. The time necessary for serving on jury duty. Teachers shall be paid the difference between their regular pay and their jury duty fees while serving on jury duty. This shall be accomplished by the teacher reimbursing the District the amount of the jury duty fees. Mileage reimbursement shall be retained by the teacher. Members of the unit shall not volunteer for extended jury duty.

7. A non-voluntary Armed Forces Reservist or National Guardsman involuntarily called to temporary active duty such as strike duty, riot duty, disaster duty by the President or Governor shall suffer no loss of pay for the first thirty (30) days of said duty.

8. Additional personal leave without loss of pay may be granted at the discretion of the Chief School Administrator.

9. Unused personal leave shall be accumulated as sick leave pursuant to paragraph A.3 hereof. Such accumulation shall not increase the maximum accumulation permitted pursuant to paragraph A.3 beyond 225 days.

C. Attendance Monitoring Procedures

A procedure to monitor teacher attendance will be implemented as follows:

1. Determining Probation Status

a. The Superintendent or his designee will compile a list of teachers with a total of thirty-six (36) or more days' absence due to illness, excluding verified extended illness, in the three-year period excluding any leaves of absence immediately preceding the attendance probation year as outlined herein. The total of the three-year thirty-six (36) day qualifying absence due to illness will be calculated excluding verified long-term illnesses of twenty (20) consecutive days or more.

b. The list will be reviewed by the Assistant Superintendent for Instructional Services and the Chairperson of the Professional Rights and Responsibilities Committee prior to the opening of school in September to consider teachers with mitigating circumstances. If any teachers' names are removed from the list, they will not be notified as outlined below.

c. As a result of the review in (b) above, the Assistant Superintendent for Instructional Services and the Chairperson of the Professional Rights and Responsibilities Committee may determine that certain teachers would benefit more from counseling than probation. Such teachers will be referred to the Professional Rights and Responsibilities Committee to discuss their attendance. The Assistant Superintendent for Instructional Services may hold conferences

with such teachers at his/her discretion.

Teachers who do not avail themselves of this counseling discussion remain eligible for attendance probation and the remaining steps in the probation process as outlined below.

Teachers who do avail themselves of this counseling discussion will not be placed on probation, but must improve their attendance.

d. Teachers who still remain on the list will be notified by the District by September 15 that their attendance record makes them eligible for attendance probation.

e. Any teacher receiving this eligible notice may, within ten (10) school days, request a hearing to review his/her attendance with the Assistant Superintendent for Instructional Services and the Chairperson of the Professional Rights and Responsibilities Committee.

After review, the Assistant Superintendent for Instructional Services and the Chairperson of the Professional Rights and Responsibilities Committee may:

- (1) place the teacher on probation;
- (2) recommend the counseling procedure as outlined in Section 3;
- (3) issue a warning letter notifying the teacher that his/her attendance is borderline and he/she is in jeopardy of being placed on probation for the following year unless his/her attendance improves.

The Assistant Superintendent for Instructional Services and Chairperson of the Professional Rights and Responsibilities Committee will reach a joint decision on the teacher's status no later than five (5) school days after the completion of the hearing.

The attendance probation period will be for one (1) school year and will be considered to start from the date of the eligible notice in section (d) above, even if the teacher elects the review and appeal procedures outlined herein.

Teachers may file a non-grievable appeal to the Superintendent regarding their attendance probation within five (5) school days after status notification resulting from the review herein.

2. Attendance Probation Requirements

a. Individual teachers designated for attendance probation will be notified by the Assistant Superintendent for Instructional Services. They will be placed on a one-year attendance probation period during which they must bring down their absences to the three-year District average number of days absence per teacher as calculated from the District's monthly teacher absence report, for the three-year period immediately preceding the attendance probation period.

b. The three-year District average number of days absence per teacher due to illness will be calculated excluding verified, long-term illnesses of twenty (20)

consecutive days or more. The three-year average will be rounded to the nearest whole number for the purpose of comparing the teacher's probation period absence.

c. Bona-fide illnesses during the attendance probation period, verified by a physician no later than fifteen (15) school days after the illness, will be excluded from calculating the teacher absence during the attendance probation period. All verifications must be received by July 10th of each school year. Doctor's verification during the probation year is to provide all the information necessary to justify the teacher's absence from work.

d. The original physician's verification is to be sent to the Assistant Superintendent for Instructional Services within the time limits established above.

3. Post Probation Procedures

a. Teachers who were placed on probation from February 1, 1981 through January 30, 1982 and have successfully completed this probation without the use of doctors' notes, will not have the record of their attendance probation forwarded to prospective employers unless specifically requested and will have a letter placed in their personnel file noting that the attendance requirements were met.

Any teacher placed on attendance probation after September, 1981, who successfully completes the probationary period, will have a letter placed in his/her personnel file noting that the attendance probation requirements were met.

b. Teachers who meet the attendance probation requirements and who would be eligible for probation again in the following September based on their attendance in the three (3) previous school years, may elect to:

(1) Go through the attendance probation process as described herein:

(2) Be placed on a qualified exempt status for the school year under the following conditions:

(a) Absences may not exceed twelve (12);

(b) If absences exceed twelve (12), then the teacher automatically goes on attendance probation in the following year, regardless of his/her three-year average;

(c) Teachers may only be on qualified exempt status once. If they qualify for probation after being on exempt status, they may not go on qualified exempt status again.

c. Teachers who successfully complete attendance probation and are not

eligible for probation the following September by virtue of their previous three-year absence record, will be considered for probation in future years on the same basis as all other teachers.

d. If the teacher does not bring his/her unverified absences to the three-year District average as above, then the District may refer the case to arbitration. If the District refers the case to arbitration, the arbitrator may render one of two decisions:

(1) Abuse has taken place, which will result in loss of unlimited sick leave for from one to three years, as determined by the arbitrator;

(2) No abuse has taken place, in which case the teacher does not lose unlimited sick leave. If the unlimited sick leave is lost through arbitration, the teacher's paid sick leave benefits will be limited to his/her previously accumulated sick leave, if any, and an annual accumulation of fifteen (15) days for the period of unlimited sick leave loss, as determined by the arbitrator.

4. Contractual Implications

a. If an issue on contract interpretation arises on which the Assistant Superintendent for Instructional Services and the Chairperson of the Professional Rights and Responsibilities Committee disagree, the resolution will be made by the TVTA President and the Assistant Superintendent for Instructional Services.

b. This attendance monitoring procedure was negotiated as part of a program to monitor overall teacher absenteeism and to provide an attendance incentive sharing plan for the TVTA.

c. The procedure is not a substitute for any other course of action open to the District regarding teacher absenteeism, nor does the procedure diminish the teacher's rights regarding any course of action the District may take against him or her.

d. All professional staff members, upon written request, may have available to them a written notice by July 1st of each year of their accumulated sick days. Such written record will be given to each teacher during the month of September.

ARTICLE XXV EXTENDED LEAVES WITHOUT PAY

A. Association Leaves

The Board agrees that teachers designated by the Association may, upon request and approval of the office of the Chief School Administrator, be granted a leave of absence without pay for the purpose of engaging in Association (local, state, national) activities. Upon his/her return, the teacher automatically will be placed on the next salary step.

Request for a leave of absence to serve as president of the TVTA shall be granted by the Board of Education and the TVTA president will receive seniority for the term of his/her office.

Should a president on leave pursuant to this paragraph become incapacitated by reason of personal illness to the extent that he/she is unable to complete his/her term of office, the TVTA may designate a successor who shall be entitled to leave pursuant to this paragraph. In such event, the incapacitated president shall be entitled to paid sick leave pursuant to Article XXV.

B. Professional and Child Care Leaves

Upon request to and approval by the office of the Chief School Administrator, any teacher shall be entitled to a leave of absence without pay for a period of up to two (2) years for professional purposes or for child care.

Teachers who are pregnant and intend to take a child care leave immediately following a period of disability which would commence during the school year shall provide notice of such leave by June 1st for leaves to commence in the fall semester and January 10th for leaves to commence in the Spring semester. Such leave shall continue at least for the duration of the school year and shall terminate in September.

For the semester following such notice, the District may assign such teacher to any assignment consistent with their tenure area and capabilities regardless of any other provision of the Agreement.

The notice requirements above and the termination of such leave shall not be binding in circumstances beyond the control of the teacher.

In the event the District exercises its option with regard to an elementary teacher, the position shall be offered to the building substitutes in order of seniority. In the event they serve in such position for an entire school year or an entire semester, they shall be paid at their regular teaching salary commencing with the date of the child-care leave.

Child care leave shall automatically terminate in the event a teacher on such leave accepts employment during those hours/days when schools are in session. Under such circumstances the teacher shall be deemed to have resigned and employment shall terminate upon resolution of the Board of Education. Any leave of absence pursuant to FMLA shall run concurrently with a leave granted pursuant to this article and shall not act so as to extend such leave entitlement.

C. Peace Corps/Exchange Leaves

Upon request and approval of the office of the Chief School Administrator, a leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Board during the leave, and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. Such service shall not be credited towards his/her total three-year probationary period, but his/her present earned time toward tenure shall be preserved.

D. Leave Procedures

1. Teachers will normally return from leave at the start of a school year. If a vacancy exists, and by mutual consent of the teacher and the Chief School Administrator, the teacher may return at a time other than the start of the school year.
2. In the case of a leave for professional purposes, the teacher may request prior to his/her leave that his/her contemplated activities be evaluated as to further advancement on the salary schedule.
3. Other requests for leave without pay will be evaluated by the Chief School Administrator, and may be granted by the Board.
4. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused sick leave will be restored to him/her upon his/her return. Assignment of teachers returning from leave shall be in accordance with regular assignment procedures as contained in this contract.
5. All requests for extended leaves will be made and granted in writing.
6. Notice of return from leave of absence: A teacher on leave of absence shall inform the Superintendent's office of his/her intention to return to teaching at the end of the leave. This notification shall be made in writing no later than May 1 of the last year of the leave of absence, or two (2) months prior to the expiration of those leaves that do not terminate on June 30.
No teacher shall be permitted to return from leave of absence in the absence of the notice referred to in the above paragraph. Failure to so notify by May 1st may result in the extension of said leave for one year by the District. Failure to so notify by May 1st during such extension may result in said teacher being declared absent without authorization.
7. Extensions of the deadlines listed above may be granted for emergency reasons on appeal to the Superintendent's office. Such appeal must be in writing to the Superintendent or his/her designee by April 15 for the May 1 deadline and two (2) weeks prior to the two (2) month deadline.
8. Request for a second year leave of absence must be submitted no later than May 1. Requests for extensions after May 1 may be granted at the discretion of the Superintendent of Schools.

ARTICLE XXVI EXTRA CLASS COVERAGE/SUBSTITUTES

1. The District will maintain adequate substitute lists and forward them to the TVTA on or about August 15 for input and quarterly thereafter and upon request of the TVTA.
2. The District will make a reasonable effort to get substitutes for all absences, but in the event no substitute is available, teachers can be assigned coverage from a duty or a prep period.

Payment for such coverage shall be at the rate of \$32.86 per period for 2008-2009, \$33.85 per period for 2009-2010, \$34.87 per period for 2010-2011, and \$35.92 per period for 2011-2012.

ARTICLE XXVII RETIREMENT INCENTIVE

A. Conditions and Benefits

Teachers who have served a minimum of 15 years in Three Village and 20 years in the New York State Teachers' Retirement System are eligible for the following benefits upon retirement from the New York State Teachers' Retirement System:

1. The square of the number of accumulated sick days that an individual teacher has in his/her sick bank as of June 30 of the year of retirement up to 100 days, plus \$100 per day from day 101 to 225.
2. Irrevocable notification of retirement must be filed on or before February 1 of the year of retirement.
3. To receive this retirement benefit:
 - a. Those teachers who become first eligible to retire from the New York State Teachers' Retirement System without penalty between July 1, and June 30 must retire at the end of the school year in which such first eligibility is attained.
 - b. Such payments shall be made no later than the first pay period of December following retirement.
 - c. For retirements effective July 1, 2002 and thereafter, the District shall make the payment referred to in this Article as a non-elective employer contribution to a 403(b) program that confirms that it can accept the contribution in accordance with applicable Internal Revenue Code rules and regulations. Such payment shall be made to the said 403(b) program on the second scheduled payroll of the month of July immediately following the member's effective date of separation from the District. In the event that the payment referred to in this Article exceeds the permissible contribution limit as defined by the Internal Revenue Service, the District agrees that any excess over the said limit shall be paid as otherwise provided in this Article.
 - d. As to Tier 1 members of the New York State Teachers' Retirement System with a membership date in said System prior to June 17, 1971, the District will report the benefit set forth in this paragraph as non-regular compensation for the purpose of calculating the member's final average salary. However, nothing set forth in this paragraph shall constitute a representation by the District to the effect that the New York State Teachers' Retirement System shall deem the aforesaid contribution as eligible to be included in the calculation of final average salary for retirement purposes. TVTA agrees to indemnify and hold harmless the Three Village Central School District, its employees, agents and assigns from liability for any and all claims including but not limited to reasonable attorneys' fees in connection with a determination by the New York State Teachers' Retirement System that the aforesaid contribution is not eligible for inclusion in the calculation of final average salary.

e. The Three Village Central School District further makes no representation that the contributions referred to herein are in accordance with Federal or State law or the rules and regulations of the Internal Revenue Service. TVTA agrees to indemnify and hold harmless the Three Village Central School District for liability for any and all claims including but not limited to reasonable attorneys' fees arising out of an allegation that the contributions referred to herein are not in accordance with the aforesaid State and/or Federal laws or rules and regulations of the Internal Revenue Service. As a condition precedent to any contribution of the funds referred to in this Article, the program designed by the employee must submit an executed hold harmless agreement indemnifying the District as against liability for any and all claims referred to in this amendment to Article XXVIII.

4. For retirements effective June 30, 2009, all teachers who become first eligible to retire from the New York State Teachers' Retirement System without penalty on or before that date and are otherwise qualified pursuant to this Article, shall be entitled to \$22,500 in addition to the incentive referred to in Paragraph A(1). Effective June 30, 2010, June 30, 2011, and June 30, 2012, teachers shall also be eligible for this additional \$22,500 benefit provided they are otherwise eligible pursuant to paragraph 3 hereof;

B. District Rights

1. The Board may, in its sole non-grievable discretion, permit teachers to remain eligible for the retirement incentive provided the following conditions are met:

- a. The teacher submits a request to the Board for a one-year extension of eligibility for the retirement incentive by December 1.
- b. The Board grants such extension.

Requests may be made by a teacher, and the fact that one is granted for one year does not establish a precedent for future requests. No reason need be given for the granting or refusal of such extension.

The granting of requests pursuant to this paragraph shall not act so as to change the irrevocable nature of the notification of the retirement submitted pursuant to this article.

2. This provision shall expire June 30, 2012. This benefit may be an appropriate subject of negotiations for a successor contract.

ARTICLE XXVIII SUPERVISORY PERSONNEL

A. Lead teachers shall not perform staff evaluations.

B. No one shall perform supervisory duties unless appointed by the Board of Education and notified in writing by the Chief School Administrator.

C. Supervisory personnel differentials are contained in Appendix C.

ARTICLE XXIX EFFECTIVE DATES AND DURATION

A. The effective date of this agreement is July 1, 2008 and shall remain in effect until June 30, 2012.

B. This agreement is the only written agreement between the parties and supersedes all other agreements previously entered into for the period of time set forth above.

C. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

D. The Three Village School District will continue all existing benefits and provisions for the welfare of the employees covered by this agreement and which are not contrary to the provisions of this agreement.

E. The parties agree that each has exercised its rights to bargain for any provisions it wished to be included in this contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this contract; and that this contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this contract shall continue in effect.

F. The parties further recognize and agree that as to every matter not specifically mentioned or provided for in this contract, and as to every matter a final decision as to which is reserved to the Board hereunder, the Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise in its discretion its duties, powers, responsibilities, and rights in the direction and management of the Three Village School System.

ARTICLE XXX PERSONAL PROPERTY LOSS


The District shall reimburse teachers for loss or damage to a teacher's personal property provided prior written approval has been given for such use for instructional purposes.

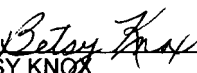
In Witness Whereof the parties have caused these presents to be executed by their duly authorized officers on this 8th day of January, 2008.

THREE VILLAGE TEACHERS
ASSOCIATION, INC.

BOARD OF EDUCATION
THREE VILLAGE CENTRAL
SCHOOL DISTRICT OF
BROOKHAVEN AND
SMITHTOWN,
SUFFOLK COUNTY,
NEW YORK

By: 
CLAUDIA J. REINHART
President

By: 
JOHN K. DIVINEY
President

By: 
BETSY KNOX
Chief Negotiator

By: 
FRANK CARISITI
Superintendent of Schools

APPENDIX A1 2008-2009 Salary Index
5 % Vertical : 4 % Horizontal

1.03										rate increase
Step	BA	BA +15	BA + 30	MA	MA + 15	MA + 30	MA + 45	MA + 60	DR.	
1	1.000	1.040	1.080	1.120	1.160	1.200	1.240	1.280	1.320	
2	1.050	1.092	1.134	1.176	1.218	1.260	1.302	1.344	1.386	
3	1.100	1.144	1.188	1.232	1.276	1.320	1.364	1.408	1.452	
4	1.150	1.196	1.242	1.288	1.334	1.380	1.426	1.472	1.518	
5	1.200	1.248	1.296	1.344	1.392	1.440	1.488	1.536	1.584	
6	1.250	1.300	1.350	1.400	1.450	1.500	1.550	1.600	1.650	
7	1.300	1.352	1.404	1.456	1.508	1.560	1.612	1.664	1.716	
8	1.350	1.404	1.458	1.512	1.566	1.620	1.674	1.728	1.782	
9	1.400	1.456	1.512	1.568	1.624	1.680	1.736	1.792	1.848	
10	1.450	1.508	1.566	1.624	1.682	1.740	1.798	1.856	1.914	
11	1.500	1.560	1.620	1.680	1.740	1.800	1.860	1.920	1.980	
12	1.550	1.612	1.674	1.736	1.798	1.860	1.922	1.984	2.046	
13	1.600	1.664	1.728	1.792	1.856	1.920	1.984	2.048	2.112	
14	1.650	1.716	1.782	1.848	1.914	1.980	2.046	2.112	2.178	
15	1.700	1.768	1.836	1.904	1.972	2.040	2.108	2.176	2.244	
16	1.750	1.820	1.890	1.960	2.030	2.100	2.170	2.240	2.310	
17	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	\$ 979	
18	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	
19	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	
20	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	
21	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	
22	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	\$ 686	
23	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	\$ 488	
24	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	\$ 782	
25	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	\$ 1,465	
26	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	
27	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	\$ 320	
28	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	
29	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	\$ 641	
30	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	\$ 5,830	

APPENDIX A2 2009-2010 Salary Index
5% Vertical: 4% Horizontal

Step	BA	BA +15	BA + 30	MA BA + 45	MA + 15 BA + 60	MA +30	MA + 45 AC	MA + 60 AC + 15	DR.
1	1.000	1.040	1.080	1.120	1.160	1.200	1.240	1.280	1.320
2	1.050	1.092	1.134	1.176	1.218	1.260	1.302	1.344	1.386
3	1.100	1.144	1.188	1.232	1.276	1.320	1.364	1.408	1.452
4	1.150	1.196	1.242	1.288	1.334	1.380	1.426	1.472	1.518
5	1.200	1.248	1.296	1.344	1.392	1.440	1.488	1.536	1.584
6	1.250	1.300	1.350	1.400	1.450	1.500	1.550	1.600	1.650
7	1.300	1.352	1.404	1.456	1.508	1.560	1.612	1.664	1.716
8	1.350	1.404	1.458	1.512	1.566	1.620	1.674	1.728	1.782
9	1.400	1.456	1.512	1.568	1.624	1.680	1.736	1.792	1.848
10	1.450	1.508	1.566	1.624	1.682	1.740	1.798	1.856	1.914
11	1.500	1.560	1.620	1.680	1.740	1.800	1.860	1.920	1.980
12	1.550	1.612	1.674	1.736	1.798	1.860	1.922	1.984	2.046
13	1.600	1.664	1.728	1.792	1.856	1.920	1.984	2.048	2.112
14	1.650	1.716	1.782	1.848	1.914	1.980	2.046	2.112	2.178
15	1.700	1.768	1.836	1.904	1.972	2.040	2.108	2.176	2.244
16	1.750	1.820	1.890	1.960	2.030	2.100	2.170	2.240	2.310
17	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016	\$ 1,016
18	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
19	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
20	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
21	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
22	\$ 712	\$ 712	\$ 712	\$ 712	\$ 712	\$ 712	\$ 712	\$ 712	\$ 712
23	\$ 507	\$ 507	\$ 507	\$ 507	\$ 507	\$ 507	\$ 507	\$ 507	\$ 507
24	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812	\$ 812
25	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521	\$ 1,521
26	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333
27	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333	\$ 333
28	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665
29	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665	\$ 665
30	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051	\$ 6,051

APPENDIX A3 2010-2011 Salary Index
5% Vertical: 4% Horizontal

Step	BA	BA +15	BA + 30	MA BA + 45	MA + 15 BA + 60	MA +30	MA + 45 AC	MA + 60 AC + 15	DR.
1	1.000	1.040	1.080	1.120	1.160	1.200	1.240	1.280	1.320
2	1.050	1.092	1.134	1.176	1.218	1.260	1.302	1.344	1.386
3	1.100	1.144	1.188	1.232	1.276	1.320	1.364	1.408	1.452
4	1.150	1.196	1.242	1.288	1.334	1.380	1.426	1.472	1.518
5	1.200	1.248	1.296	1.344	1.392	1.440	1.488	1.536	1.584
6	1.250	1.300	1.350	1.400	1.450	1.500	1.550	1.600	1.650
7	1.300	1.352	1.404	1.456	1.508	1.560	1.612	1.664	1.716
8	1.350	1.404	1.458	1.512	1.566	1.620	1.674	1.728	1.782
9	1.400	1.456	1.512	1.568	1.624	1.680	1.736	1.792	1.848
10	1.450	1.508	1.566	1.624	1.682	1.740	1.798	1.856	1.914
11	1.500	1.560	1.620	1.680	1.740	1.800	1.860	1.920	1.980
12	1.550	1.612	1.674	1.736	1.798	1.860	1.922	1.984	2.046
13	1.600	1.664	1.728	1.792	1.856	1.920	1.984	2.048	2.112
14	1.650	1.716	1.782	1.848	1.914	1.980	2.046	2.112	2.178
15	1.700	1.768	1.836	1.904	1.972	2.040	2.108	2.176	2.244
16	1.750	1.820	1.890	1.960	2.030	2.100	2.170	2.240	2.310
17	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055	\$ 1,055
18	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842
19	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842
20	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842
21	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842
22	\$ 739	\$ 739	\$ 739	\$ 739	\$ 739	\$ 739	\$ 739	\$ 739	\$ 739
23	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526	\$ 526
24	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842	\$ 842
25	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579	\$ 1,579
26	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345
27	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345	\$ 345
28	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691
29	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691	\$ 691
30	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281	\$ 6,281

APPENDIX A4 2011-2012 Salary Index
5% Vertical: 4% Horizontal

Step	BA	BA +15	BA + 30	MA BA + 45	MA + 15 BA + 60	MA +30	MA + 45 AC	MA + 60 AC + 15	DR.
1	1.000	1.040	1.080	1.120	1.160	1.200	1.240	1.280	1.320
2	1.050	1.092	1.134	1.176	1.218	1.260	1.302	1.344	1.386
3	1.100	1.144	1.188	1.232	1.276	1.320	1.364	1.408	1.452
4	1.150	1.196	1.242	1.288	1.334	1.380	1.426	1.472	1.518
5	1.200	1.248	1.296	1.344	1.392	1.440	1.488	1.536	1.584
6	1.250	1.300	1.350	1.400	1.450	1.500	1.550	1.600	1.650
7	1.300	1.352	1.404	1.456	1.508	1.560	1.612	1.664	1.716
8	1.350	1.404	1.458	1.512	1.566	1.620	1.674	1.728	1.782
9	1.400	1.456	1.512	1.568	1.624	1.680	1.736	1.792	1.848
10	1.450	1.508	1.566	1.624	1.682	1.740	1.798	1.856	1.914
11	1.500	1.560	1.620	1.680	1.740	1.800	1.860	1.920	1.980
12	1.550	1.612	1.674	1.736	1.798	1.860	1.922	1.984	2.046
13	1.600	1.664	1.728	1.792	1.856	1.920	1.984	2.048	2.112
14	1.650	1.716	1.782	1.848	1.914	1.980	2.046	2.112	2.178
15	1.700	1.768	1.836	1.904	1.972	2.040	2.108	2.176	2.244
16	1.750	1.820	1.890	1.960	2.030	2.100	2.170	2.240	2.310
17	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096	\$ 1,096
18	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875
19	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875
20	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875
21	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875
22	\$ 768	\$ 768	\$ 768	\$ 768	\$ 768	\$ 768	\$ 768	\$ 768	\$ 768
23	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547	\$ 547
24	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875	\$ 875
25	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640	\$ 1,640
26	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359
27	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359	\$ 359
28	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718
29	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718	\$ 718
30	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526	\$ 6,526

APPENDIX B1 TEACHER SALARY SCHEDULE 2008-2009
7/1/08-1/31/09 -2% Increase

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30	MA+45	MA+60	Dr.
1	\$46,267	\$48,119	\$49,969	\$51,819	\$53,670	\$55,521	\$57,371	\$59,222	\$61,073
2	\$48,581	\$50,524	\$52,467	\$54,410	\$56,354	\$58,297	\$60,240	\$62,183	\$64,126
3	\$50,894	\$52,930	\$54,966	\$57,002	\$59,037	\$61,073	\$63,108	\$65,144	\$67,180
4	\$53,207	\$55,336	\$57,464	\$59,592	\$61,720	\$63,849	\$65,977	\$68,105	\$70,233
5	\$55,521	\$57,741	\$59,963	\$62,183	\$64,404	\$66,624	\$68,846	\$71,066	\$73,287
6	\$57,834	\$60,147	\$62,461	\$64,774	\$67,087	\$69,401	\$71,714	\$74,028	\$76,341
7	\$60,147	\$62,554	\$64,959	\$67,365	\$69,771	\$72,177	\$74,582	\$76,989	\$79,395
8	\$62,461	\$64,959	\$67,458	\$69,956	\$72,455	\$74,953	\$77,452	\$79,950	\$82,448
9	\$64,774	\$67,365	\$69,956	\$72,546	\$75,138	\$77,729	\$80,320	\$82,911	\$85,502
10	\$67,087	\$69,771	\$72,455	\$75,138	\$77,821	\$80,505	\$83,188	\$85,872	\$88,555
11	\$69,401	\$72,177	\$74,953	\$77,729	\$80,505	\$83,281	\$86,056	\$88,833	\$91,609
12	\$71,714	\$74,582	\$77,452	\$80,320	\$83,188	\$86,056	\$88,926	\$91,794	\$94,662
13	\$74,028	\$76,989	\$79,950	\$82,911	\$85,872	\$88,833	\$91,794	\$94,755	\$97,716
14	\$76,341	\$79,395	\$82,448	\$85,502	\$88,555	\$91,609	\$94,662	\$97,716	\$100,770
15	\$78,654	\$81,800	\$84,947	\$88,092	\$91,239	\$94,385	\$97,531	\$100,677	\$103,823
16	\$80,968	\$84,206	\$87,445	\$90,683	\$93,923	\$97,161	\$100,400	\$103,638	\$106,877
17	\$82,086	\$85,324	\$88,563	\$91,801	\$95,041	\$98,279	\$101,518	\$104,756	\$107,995
18	\$82,978	\$86,217	\$89,455	\$92,694	\$95,933	\$99,172	\$102,410	\$105,649	\$108,887
19	\$83,872	\$87,110	\$90,349	\$93,587	\$96,827	\$100,065	\$103,304	\$106,542	\$109,781
20	\$84,764	\$88,003	\$91,241	\$94,480	\$97,719	\$100,958	\$104,196	\$107,435	\$110,673
21	\$85,657	\$88,895	\$92,134	\$95,372	\$98,612	\$101,850	\$105,089	\$108,327	\$111,566
22	\$86,440	\$89,678	\$92,917	\$96,155	\$99,395	\$102,633	\$105,872	\$109,110	\$112,349
23	\$86,997	\$90,235	\$93,474	\$96,712	\$99,952	\$103,190	\$106,429	\$109,667	\$112,906
24	\$87,890	\$91,129	\$94,367	\$97,606	\$100,845	\$104,084	\$107,322	\$110,561	\$113,799
25	\$89,563	\$92,802	\$96,040	\$99,279	\$102,518	\$105,757	\$108,995	\$112,234	\$115,472
26	\$89,929	\$93,168	\$96,406	\$99,645	\$102,884	\$106,123	\$109,361	\$112,600	\$115,930
27	\$90,294	\$93,533	\$96,771	\$100,010	\$103,250	\$106,488	\$109,727	\$112,965	\$116,204
28	\$91,027	\$94,265	\$97,504	\$100,742	\$103,982	\$107,220	\$110,459	\$113,697	\$116,936
29	\$91,758	\$94,997	\$98,235	\$101,474	\$104,713	\$107,952	\$111,190	\$114,429	\$117,667
30	\$98,416	\$101,654	\$104,893	\$108,131	\$111,371	\$114,609	\$117,848	\$121,086	\$124,325

APPENDIX B2 TEACHER SALARY SCHEDULE 2008-2009
2/1/09-6/30/09 – 1% Increase

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30	MA+45	MA+60	Dr.
1	\$46,730	\$48,600	\$50,468	\$52,337	\$54,207	\$56,076	\$57,945	\$59,814	\$61,683
2	\$49,066	\$51,029	\$52,991	\$54,954	\$56,918	\$58,880	\$60,843	\$62,805	\$64,768
3	\$51,403	\$53,459	\$55,515	\$57,572	\$59,627	\$61,683	\$63,740	\$65,796	\$67,852
4	\$53,739	\$55,889	\$58,038	\$60,188	\$62,337	\$64,487	\$66,636	\$68,786	\$70,935
5	\$56,076	\$58,319	\$60,562	\$62,805	\$65,048	\$67,291	\$69,534	\$71,777	\$74,020
6	\$58,412	\$60,749	\$63,085	\$65,422	\$67,758	\$70,095	\$72,431	\$74,768	\$77,104
7	\$60,749	\$63,179	\$65,608	\$68,039	\$70,469	\$72,899	\$75,328	\$77,758	\$80,189
8	\$63,085	\$65,608	\$68,132	\$70,655	\$73,179	\$75,702	\$78,226	\$80,749	\$83,272
9	\$65,422	\$68,039	\$70,655	\$73,272	\$75,890	\$78,506	\$81,123	\$83,740	\$86,357
10	\$67,758	\$70,469	\$73,179	\$75,890	\$78,599	\$81,310	\$84,020	\$86,730	\$89,441
11	\$70,095	\$72,899	\$75,702	\$78,506	\$81,310	\$84,114	\$86,917	\$89,721	\$92,525
12	\$72,431	\$75,328	\$78,226	\$81,123	\$84,020	\$86,917	\$89,815	\$92,712	\$95,609
13	\$74,768	\$77,758	\$80,749	\$83,740	\$86,730	\$89,721	\$92,712	\$95,702	\$98,693
14	\$77,104	\$80,189	\$83,272	\$86,357	\$89,441	\$92,525	\$95,609	\$98,693	\$101,778
15	\$79,441	\$82,618	\$85,796	\$88,973	\$92,151	\$95,329	\$98,507	\$101,684	\$104,861
16	\$81,777	\$85,048	\$88,319	\$91,590	\$94,862	\$98,133	\$101,404	\$104,675	\$107,945
17	\$82,906	\$86,177	\$89,448	\$92,719	\$95,991	\$99,262	\$102,533	\$105,804	\$109,074
18	\$83,808	\$87,079	\$90,350	\$93,620	\$96,892	\$100,163	\$103,434	\$106,705	\$109,976
19	\$84,710	\$87,981	\$91,252	\$94,523	\$97,795	\$101,066	\$104,337	\$107,607	\$110,878
20	\$85,612	\$88,883	\$92,153	\$95,424	\$98,696	\$101,967	\$105,238	\$108,509	\$111,780
21	\$86,513	\$89,784	\$93,055	\$96,326	\$99,598	\$102,869	\$106,139	\$109,410	\$112,681
22	\$87,304	\$90,575	\$93,846	\$97,117	\$100,389	\$103,660	\$106,931	\$110,202	\$113,472
23	\$87,867	\$91,138	\$94,409	\$97,679	\$100,951	\$104,222	\$107,493	\$110,764	\$114,035
24	\$88,769	\$92,040	\$95,311	\$98,582	\$101,854	\$105,125	\$108,396	\$111,666	\$114,937
25	\$90,459	\$93,730	\$97,001	\$100,271	\$103,543	\$106,814	\$110,085	\$113,356	\$116,627
26	\$90,829	\$94,099	\$97,370	\$100,641	\$103,913	\$107,184	\$110,455	\$113,726	\$117,089
27	\$91,197	\$94,468	\$97,739	\$101,010	\$104,282	\$107,553	\$110,824	\$114,095	\$117,366
28	\$91,937	\$95,208	\$98,479	\$101,750	\$105,022	\$108,293	\$111,563	\$114,834	\$118,105
29	\$92,676	\$95,947	\$99,218	\$102,488	\$105,760	\$109,031	\$112,302	\$115,573	\$118,844
30	\$99,400	\$102,671	\$105,942	\$109,213	\$112,484	\$115,755	\$119,026	\$122,297	\$125,568

APPENDIX B3 TEACHER SALARY SCHEDULE 2009-2010
7/1/09-1/31/10 – 2% INCREASE

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30	MA+45	MA+60	Dr.
1	\$47,664	\$49,572	\$51,478	\$53,384	\$55,291	\$57,197	\$59,104	\$61,011	\$62,917
2	\$50,048	\$52,049	\$54,051	\$56,053	\$58,056	\$60,058	\$62,059	\$64,061	\$66,063
3	\$52,431	\$54,528	\$56,626	\$58,723	\$60,819	\$62,917	\$65,014	\$67,112	\$69,209
4	\$54,814	\$57,007	\$59,199	\$61,392	\$63,584	\$65,777	\$67,969	\$70,162	\$72,354
5	\$57,197	\$59,485	\$61,774	\$64,061	\$66,349	\$68,636	\$70,925	\$73,213	\$75,500
6	\$59,581	\$61,964	\$64,347	\$66,730	\$69,113	\$71,497	\$73,880	\$76,263	\$78,646
7	\$61,964	\$64,443	\$66,920	\$69,399	\$71,878	\$74,357	\$76,835	\$79,314	\$81,792
8	\$64,347	\$66,920	\$69,495	\$72,068	\$74,643	\$77,216	\$79,791	\$82,364	\$84,938
9	\$66,730	\$69,399	\$72,068	\$74,737	\$77,407	\$80,077	\$82,746	\$85,415	\$88,084
10	\$69,113	\$71,878	\$74,643	\$77,407	\$80,171	\$82,936	\$85,700	\$88,465	\$91,230
11	\$71,497	\$74,357	\$77,216	\$80,077	\$82,936	\$85,796	\$88,655	\$91,516	\$94,376
12	\$73,880	\$76,835	\$79,791	\$82,746	\$85,700	\$88,655	\$91,611	\$94,566	\$97,521
13	\$76,263	\$79,314	\$82,364	\$85,415	\$88,465	\$91,516	\$94,566	\$97,617	\$100,667
14	\$78,646	\$81,792	\$84,938	\$88,084	\$91,230	\$94,376	\$97,521	\$100,667	\$103,813
15	\$81,030	\$84,270	\$87,512	\$90,753	\$93,994	\$97,235	\$100,477	\$103,718	\$106,958
16	\$83,413	\$86,749	\$90,085	\$93,422	\$96,759	\$100,095	\$103,432	\$106,768	\$110,104
17	\$84,565	\$87,901	\$91,237	\$94,573	\$97,911	\$101,247	\$104,583	\$107,920	\$111,256
18	\$85,484	\$88,820	\$92,157	\$95,493	\$98,830	\$102,167	\$105,503	\$108,839	\$112,175
19	\$86,404	\$89,741	\$93,077	\$96,413	\$99,751	\$103,087	\$106,423	\$109,760	\$113,096
20	\$87,324	\$90,660	\$93,997	\$97,333	\$100,670	\$104,006	\$107,343	\$110,679	\$114,015
21	\$88,243	\$91,580	\$94,916	\$98,252	\$101,590	\$104,926	\$108,262	\$111,599	\$114,935
22	\$89,050	\$92,387	\$95,723	\$99,059	\$102,397	\$105,733	\$109,069	\$112,406	\$115,742
23	\$89,624	\$92,960	\$96,297	\$99,633	\$102,970	\$106,307	\$109,643	\$112,979	\$116,316
24	\$90,545	\$93,881	\$97,217	\$100,554	\$103,891	\$107,227	\$110,563	\$113,900	\$117,236
25	\$92,268	\$95,604	\$98,941	\$102,277	\$105,614	\$108,951	\$112,287	\$115,623	\$118,959
26	\$92,645	\$95,981	\$99,318	\$102,654	\$105,991	\$109,328	\$112,664	\$116,000	\$119,431
27	\$93,021	\$96,358	\$99,694	\$103,030	\$106,368	\$109,704	\$113,040	\$116,377	\$119,713
28	\$93,776	\$97,112	\$100,448	\$103,785	\$107,122	\$110,458	\$113,795	\$117,131	\$120,467
29	\$94,529	\$97,866	\$101,202	\$104,538	\$107,876	\$111,212	\$114,548	\$117,884	\$121,221
30	\$101,388	\$104,724	\$108,060	\$111,397	\$114,734	\$118,070	\$121,407	\$124,743	\$128,079

APPENDIX B4 TEACHER SALARY SCHEDULE 2009-2010
2/1/10 – 6/30/10 - 1% INCREASE

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30	MA+45	MA+60	Dr.
1	\$48,141	\$50,067	\$51,993	\$53,918	\$55,844	\$57,769	\$59,695	\$61,621	\$63,546
2	\$50,548	\$52,570	\$54,592	\$56,614	\$58,636	\$60,658	\$62,680	\$64,702	\$66,724
3	\$52,955	\$55,074	\$57,192	\$59,310	\$61,428	\$63,546	\$65,664	\$67,783	\$69,901
4	\$55,362	\$57,577	\$59,791	\$62,006	\$64,220	\$66,435	\$68,649	\$70,864	\$73,078
5	\$57,769	\$60,080	\$62,391	\$64,702	\$67,012	\$69,323	\$71,634	\$73,945	\$76,255
6	\$60,176	\$62,583	\$64,991	\$67,398	\$69,805	\$72,212	\$74,619	\$77,026	\$79,433
7	\$62,583	\$65,087	\$67,590	\$70,093	\$72,597	\$75,101	\$77,603	\$80,107	\$82,610
8	\$64,991	\$67,590	\$70,190	\$72,789	\$75,389	\$77,988	\$80,589	\$83,188	\$85,787
9	\$67,398	\$70,093	\$72,789	\$75,485	\$78,182	\$80,877	\$83,573	\$86,269	\$88,964
10	\$69,805	\$72,597	\$75,389	\$78,182	\$80,973	\$83,765	\$86,557	\$89,350	\$92,142
11	\$72,212	\$75,101	\$77,988	\$80,877	\$83,765	\$86,654	\$89,542	\$92,431	\$95,320
12	\$74,619	\$77,603	\$80,589	\$83,573	\$86,557	\$89,542	\$92,527	\$95,512	\$98,496
13	\$77,026	\$80,107	\$83,188	\$86,269	\$89,350	\$92,431	\$95,512	\$98,593	\$101,674
14	\$79,433	\$82,610	\$85,787	\$88,964	\$92,142	\$95,320	\$98,496	\$101,674	\$104,851
15	\$81,840	\$85,113	\$88,387	\$91,660	\$94,934	\$98,207	\$101,482	\$104,755	\$108,028
16	\$84,247	\$87,617	\$90,986	\$94,356	\$97,727	\$101,096	\$104,466	\$107,836	\$111,205
17	\$85,410	\$88,780	\$92,149	\$95,519	\$98,890	\$102,260	\$105,629	\$108,999	\$112,369
18	\$86,339	\$89,708	\$93,078	\$96,448	\$99,819	\$103,188	\$106,558	\$109,928	\$113,297
19	\$87,269	\$90,638	\$94,008	\$97,378	\$100,748	\$104,118	\$107,488	\$110,857	\$114,227
20	\$88,197	\$91,567	\$94,936	\$98,306	\$101,677	\$105,047	\$108,416	\$111,786	\$115,156
21	\$89,126	\$92,495	\$95,865	\$99,235	\$102,606	\$105,975	\$109,345	\$112,715	\$116,084
22	\$89,941	\$93,311	\$96,680	\$100,050	\$103,421	\$106,790	\$110,160	\$113,530	\$116,899
23	\$90,520	\$93,890	\$97,260	\$100,629	\$104,000	\$107,370	\$110,739	\$114,109	\$117,479
24	\$91,450	\$94,820	\$98,189	\$101,559	\$104,930	\$108,299	\$111,669	\$115,039	\$118,408
25	\$93,191	\$96,560	\$99,930	\$103,300	\$106,670	\$110,040	\$113,410	\$116,779	\$120,149
26	\$93,572	\$96,941	\$100,311	\$103,681	\$107,051	\$110,421	\$113,791	\$117,160	\$120,626
27	\$93,952	\$97,321	\$100,691	\$104,061	\$107,431	\$110,801	\$114,171	\$117,540	\$120,910
28	\$94,714	\$98,083	\$101,453	\$104,823	\$108,193	\$111,563	\$114,933	\$118,302	\$121,672
29	\$95,475	\$98,844	\$102,214	\$105,584	\$108,954	\$112,324	\$115,694	\$119,063	\$122,433
30	\$102,402	\$105,771	\$109,141	\$112,511	\$115,881	\$119,251	\$122,621	\$125,990	\$129,360

APPENDIX B5 TEACHER SALARY SCHEDULE 2010-2011

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	Dr.
1	\$49,585	\$51,569	\$53,552	\$55,535	\$57,519	\$59,502	\$61,485	\$63,469	\$65,452
2	\$52,065	\$54,147	\$56,230	\$58,312	\$60,396	\$62,478	\$64,560	\$66,643	\$68,725
3	\$54,544	\$56,726	\$58,908	\$61,090	\$63,271	\$65,452	\$67,634	\$69,816	\$71,998
4	\$57,023	\$59,305	\$61,585	\$63,866	\$66,147	\$68,428	\$70,708	\$72,990	\$75,270
5	\$59,502	\$61,882	\$64,263	\$66,643	\$69,023	\$71,402	\$73,783	\$76,163	\$78,543
6	\$61,982	\$64,461	\$66,940	\$69,419	\$71,899	\$74,378	\$76,857	\$79,337	\$81,816
7	\$64,461	\$67,040	\$69,617	\$72,196	\$74,775	\$77,354	\$79,931	\$82,510	\$85,089
8	\$66,940	\$69,617	\$72,296	\$74,973	\$77,651	\$80,328	\$83,006	\$85,683	\$88,361
9	\$69,419	\$72,196	\$74,973	\$77,749	\$80,527	\$83,304	\$86,080	\$88,857	\$91,633
10	\$71,899	\$74,775	\$77,651	\$80,527	\$83,402	\$86,278	\$89,154	\$92,030	\$94,906
11	\$74,378	\$77,354	\$80,328	\$83,304	\$86,278	\$89,254	\$92,228	\$95,204	\$98,179
12	\$76,857	\$79,931	\$83,006	\$86,080	\$89,154	\$92,228	\$95,303	\$98,377	\$101,451
13	\$79,337	\$82,510	\$85,683	\$88,857	\$92,030	\$95,204	\$98,377	\$101,550	\$104,724
14	\$81,816	\$85,089	\$88,361	\$91,633	\$94,906	\$98,179	\$101,451	\$104,724	\$107,997
15	\$84,295	\$87,666	\$91,039	\$94,410	\$97,782	\$101,154	\$104,526	\$107,897	\$111,269
16	\$86,774	\$90,245	\$93,716	\$97,187	\$100,658	\$104,129	\$107,600	\$111,071	\$114,541
17	\$89,253	\$92,724	\$96,194	\$99,665	\$103,136	\$106,606	\$110,077	\$113,547	\$117,017
18	\$88,929	\$92,400	\$95,870	\$99,341	\$102,813	\$106,284	\$109,755	\$113,225	\$116,696
19	\$89,887	\$93,357	\$96,828	\$100,299	\$103,771	\$107,241	\$110,712	\$114,183	\$117,654
20	\$90,843	\$94,314	\$97,785	\$101,255	\$104,727	\$108,198	\$111,669	\$115,139	\$118,610
21	\$91,800	\$95,270	\$98,741	\$102,212	\$105,684	\$109,154	\$112,625	\$116,096	\$119,567
22	\$92,639	\$96,110	\$99,581	\$103,051	\$106,523	\$109,994	\$113,465	\$116,935	\$120,406
23	\$93,236	\$96,707	\$100,177	\$103,648	\$107,120	\$110,591	\$114,062	\$117,532	\$121,003
24	\$94,194	\$97,664	\$101,135	\$104,606	\$108,078	\$111,548	\$115,019	\$118,490	\$121,961
25	\$95,986	\$99,457	\$102,928	\$106,399	\$109,870	\$113,341	\$116,812	\$120,283	\$123,753
26	\$96,379	\$99,850	\$103,320	\$106,791	\$110,263	\$113,734	\$117,204	\$120,675	\$124,244
27	\$96,770	\$100,241	\$103,712	\$107,182	\$110,654	\$114,125	\$117,596	\$121,067	\$124,537
28	\$97,555	\$101,026	\$104,497	\$107,967	\$111,439	\$114,910	\$118,381	\$121,851	\$125,322
29	\$98,339	\$101,810	\$105,280	\$108,751	\$112,223	\$115,694	\$119,164	\$122,635	\$126,106
30	\$105,474	\$108,945	\$112,415	\$115,886	\$119,358	\$122,829	\$126,299	\$129,770	\$133,241

APPENDIX B6 TEACHER SALARY SCHEDULE 2011-2012

STEP	BA	BA+15	BA+30	MA BA+45	MA+15 BA+60	MA+30	MA+45	MA+60	Dr.
1	\$51,073	\$53,116	\$55,159	\$57,201	\$59,245	\$61,287	\$63,330	\$65,374	\$67,416
2	\$53,627	\$55,771	\$57,916	\$60,061	\$62,207	\$64,352	\$66,497	\$68,642	\$70,787
3	\$56,180	\$58,428	\$60,675	\$62,922	\$65,169	\$67,416	\$69,663	\$71,911	\$74,158
4	\$58,734	\$61,084	\$63,432	\$65,782	\$68,131	\$70,481	\$72,830	\$75,179	\$77,528
5	\$61,287	\$63,739	\$66,191	\$68,642	\$71,093	\$73,545	\$75,997	\$78,448	\$80,899
6	\$63,841	\$66,395	\$68,948	\$71,502	\$74,056	\$76,609	\$79,163	\$81,717	\$84,270
7	\$66,395	\$69,051	\$71,706	\$74,362	\$77,018	\$79,674	\$82,329	\$84,985	\$87,641
8	\$68,948	\$71,706	\$74,464	\$77,222	\$79,980	\$82,738	\$85,496	\$88,254	\$91,011
9	\$71,502	\$74,362	\$77,222	\$80,082	\$82,943	\$85,803	\$88,663	\$91,523	\$94,382
10	\$74,056	\$77,018	\$79,980	\$82,943	\$85,904	\$88,866	\$91,829	\$94,791	\$97,754
11	\$76,609	\$79,674	\$82,738	\$85,803	\$88,866	\$91,931	\$94,995	\$98,060	\$101,125
12	\$79,163	\$82,329	\$85,496	\$88,663	\$91,829	\$94,995	\$98,162	\$101,328	\$104,495
13	\$81,717	\$84,985	\$88,254	\$91,523	\$94,791	\$98,060	\$101,328	\$104,597	\$107,866
14	\$84,270	\$87,641	\$91,011	\$94,382	\$97,754	\$101,125	\$104,495	\$107,866	\$111,237
15	\$86,824	\$90,296	\$93,770	\$97,242	\$100,716	\$104,188	\$107,662	\$111,134	\$114,607
16	\$89,378	\$92,952	\$96,527	\$100,102	\$103,678	\$107,253	\$110,828	\$114,403	\$117,978
17	\$90,612	\$94,187	\$97,761	\$101,336	\$104,912	\$108,487	\$112,062	\$115,637	\$119,212
18	\$91,597	\$95,172	\$98,747	\$102,321	\$105,897	\$109,472	\$113,047	\$116,622	\$120,197
19	\$92,583	\$96,158	\$99,733	\$103,308	\$106,884	\$110,459	\$114,034	\$117,608	\$121,183
20	\$93,568	\$97,143	\$100,718	\$104,293	\$107,869	\$111,444	\$115,019	\$118,594	\$122,169
21	\$94,554	\$98,128	\$101,703	\$105,278	\$108,854	\$112,429	\$116,004	\$119,579	\$123,154
22	\$95,418	\$98,993	\$102,568	\$106,143	\$109,719	\$113,294	\$116,869	\$120,444	\$124,018
23	\$96,033	\$99,608	\$103,183	\$106,758	\$110,334	\$113,909	\$117,483	\$121,058	\$124,633
24	\$97,019	\$100,594	\$104,169	\$107,744	\$111,320	\$114,895	\$118,470	\$122,045	\$125,620
25	\$98,866	\$102,441	\$106,016	\$109,591	\$113,167	\$116,741	\$120,316	\$123,891	\$127,466
26	\$99,270	\$102,845	\$106,420	\$109,995	\$113,571	\$117,146	\$120,721	\$124,295	\$127,972
27	\$99,673	\$103,248	\$106,823	\$110,398	\$113,974	\$117,549	\$121,124	\$124,699	\$128,273
28	\$100,482	\$104,057	\$107,631	\$111,206	\$114,782	\$118,357	\$121,932	\$125,507	\$129,082
29	\$101,289	\$104,864	\$108,439	\$112,014	\$115,590	\$119,164	\$122,739	\$126,314	\$129,889
30	\$108,638	\$112,213	\$115,788	\$119,363	\$122,939	\$126,514	\$130,088	\$133,663	\$137,238

APPENDIX C1: Salary Schedule for Athletic Coaches 2008-2009

Base-Hourly Pay Rate					23.65	24.42	25.17
SPORT	LEVEL	PARTICIPANTS	SEASON	TOTAL HOURS	STEP 1 FIRST & 2nd YEARS	STEP 2 THIRD & 4th YEARS	STEP 3 FIFTH & ADD'L YEARS
Baseball	Varsity	Boys	Spring	223	5,274	5,446	5,613
Baseball	JV/Varsity						
Baseball	Varsity	Boys	Spring	203	4,801	4,957	5,110
Baseball	JV-9	Boys	Spring	175	4,139	4,274	4,405
Baseball	7th-8th						
Baseball	Grades	Boys	Spring	145	3,429	3,541	3,650
Basketball	Varsity	Boys-Girls	Winter	300	7,095	7,326	7,551
Basketball	JV/Varsity						
Basketball	Varsity	Boys-Girls	Winter	273	6,456	6,667	6,871
Basketball	JV-9	Boys	Winter	250	5,913	6,105	6,293
Basketball	7th-8th						
Basketball	Grades	Boys	Winter	145	3,429	3,541	3,650
Basketball	JV-9	Girls	Winter	250	5,913	6,105	6,293
Basketball	7th-8th						
Basketball	Grades	Girls	Winter	145	3,429	3,541	3,650
Bowling	Varsity	Boys-Girls	Winter	154	3,642	3,761	3,876
Cross Country	Varsity	Boys-Girls	Fall	250	5,913	6,105	6,293
Cross Country	7th-8th						
Cross Country	Grades	Boys-Girls	Fall	168	3,973	4,103	4,229
Field Hockey	Varsity	Girls	Fall	250	5,913	6,105	6,293
Field Hockey	JV/Asst.						
Field Hockey	Varsity	Girls	Fall	226	5,345	5,519	5,688
Field Hockey	7th-8th						
Field Hockey	Grades	Girls	Fall	168	3,973	4,103	4,229
Football	Varsity	Boys	Fall	341	8,065	8,327	8,583
Football	JV/Asst.						
Football	Varsity	Boys	Fall	297	7,024	7,253	7,475
Football	JV-9	Boys	Fall	270	6,386	6,593	6,796
Football	7th-8th						
Football	Grades	Boys	Fall	168	3,973	4,103	4,229
Golf	Varsity	Boys	Fall	201	4,754	4,908	5,059
Golf	Varsity	Girls	Spring	201	4,754	4,908	5,059
Gymnastics	Varsity	Boys-Girls	Fall	250	5,913	6,105	6,293
Gymnastics	7th-8th						
Gymnastics	Grades	Girls	Spring	145	3,429	3,541	3,650
Lacrosse	Varsity	Boys-Girls	Spring	223	5,274	5,446	5,613
Lacrosse	JV/Asst.						
Lacrosse	Varsity	Boys-Girls	Spring	203	4,801	4,957	5,110
Lacrosse	7th-8th						
Lacrosse	Grades	Boys	Spring	145	3,429	3,541	3,650
Soccer	Varsity	Boys-Girls	Fall	250	5,913	6,105	6,293
Soccer	JV/Asst.						
Soccer	Varsity	Boys-Girls	Fall	226	5,345	5,519	5,688
Soccer	7th-8th						
Soccer	Grades	Boys-Girls	Fall	168	3,973	4,103	4,229
Softball	Varsity	Girls	Spring	223	5,274	5,446	5,613
Softball	JV/Asst.						
Softball	Varsity	Girls	Spring	203	4,801	4,957	5,110
Softball	JV-9	Girls	Spring	175	4,139	4,274	4,405
Softball	7th-8th						
Softball	Grades	Girls	Spring	145	3,429	3,541	3,650

Swimming	Varsity	Girls	Fall	250	5,913	6,105	6,293
Swimming	Varsity Asst's	Girls	Fall	226	5,345	5,519	5,688
Swimming	Varsity	Boys	Winter	300	7,095	7,326	7,551
Swimming	Varsity Asst's	Boys	Winter	273	6,456	6,667	6,871
Swimming	Junior High	Boys-Girls	Winter	145	3,429	3,541	3,650
Tennis	Varsity	Girls	Fall	250	5,913	6,105	6,293
Tennis	Junior Varsity	Girls	Fall	226	5,345	5,519	5,688
Tennis	7th-8th Grades	Girls	Fall	168	3,973	4,103	4,229
Tennis	Varsity	Boys	Spring	223	5,274	5,446	5,613
Tennis	Junior Varsity	Boys	Spring	203	4,801	4,957	5,110
Tennis	7th-8th Grades	Boys	Spring	145	3,429	3,541	3,650
Track & Field	Varsity	Boys-Girls	Spring	223	5,274	5,446	5,613
Track & Field	Varsity Asst's	Boys-Girls	Spring	203	4,801	4,957	5,110
Track & Field	7th-8th Grades	Boys-Girls	Spring	145	3,429	3,541	3,650
Volleyball	Varsity	Boys-Girls	Fall	250	5,913	6,105	6,293
Volleyball	JV/Asst. Varsity	Boys-Girls	Fall	226	5,345	5,519	5,688
Volleyball	7th-8th Grades	Girls	Early Winter	145	3,429	3,541	3,650
Volleyball	7th-8th Grades	Boys	Late Winter	145	3,429	3,541	3,650
Winter Track	Varsity	Boys-Girls	Winter	300	7,095	7,326	7,551
Wrestling	Varsity	Boys	Winter	300	7,095	7,326	7,551
Wrestling	JV/Asst. Varsity	Boys	Winter	273	6,456	6,667	6,871
Wrestling	7th-8th Grades	Boys	Early Winter	145	3,429	3,541	3,650

APPENDIX C2: Salary Schedule for Athletic Coaches 2009-2010							
Base-Hourly Pay Rate					24.36	25.15	25.93
SPORT	LEVEL	PARTICIPANTS	SEASON	TOTAL HOURS	STEP 1 FIRST & 2nd YEARS	STEP 2 THIRD & 4th YEARS	STEP 3 FIFTH & ADD'L YEARS
Baseball	Varsity	Boys	Spring	223	5,432	5,608	5,782
Baseball	JV/Varsity	Boys	Spring	203	4,945	5,105	5,264
Baseball	JV-9	Boys	Spring	175	4,263	4,401	4,538
Baseball	7th-8th	Boys	Spring	145	3,532	3,647	3,760
Baseball	Grades	Boys	Spring	145	3,532	3,647	3,760
Basketball	Varsity	Boys-Girls	Winter	300	7,308	7,545	7,779
Basketball	JV/Varsity	Boys-Girls	Winter	273	6,650	6,866	7,079
Basketball	JV-9	Boys	Winter	250	6,090	6,288	6,483
Basketball	7th-8th	Boys	Winter	145	3,532	3,647	3,760
Basketball	JV-9	Girls	Winter	250	6,090	6,288	6,483
Basketball	7th-8th	Girls	Winter	145	3,532	3,647	3,760
Basketball	Grades	Girls	Winter	145	3,532	3,647	3,760
Bowling	Varsity	Boys-Girls	Winter	154	3,751	3,873	3,993
Cross	Varsity	Boys-Girls	Fall	250	6,090	6,288	6,483
Country	7th-8th	Boys-Girls	Fall	168	4,092	4,225	4,356
Country	Grades	Boys-Girls	Fall	168	4,092	4,225	4,356
Field	Varsity	Girls	Fall	250	6,090	6,288	6,483
Hockey	JV/Asst	Girls	Fall	226	5,505	5,684	5,860
Hockey	Varsity	Girls	Fall	226	5,505	5,684	5,860
Field	7th-8th	Girls	Fall	168	4,092	4,225	4,356
Hockey	Grades	Girls	Fall	168	4,092	4,225	4,356
Football	Varsity	Boys	Fall	341	8,307	8,576	8,842
Football	JV/Asst.	Boys	Fall	297	7,235	7,470	7,701
Football	Varsity	Boys	Fall	270	6,577	6,791	7,001
Football	JV-9	Boys	Fall	270	6,577	6,791	7,001
Football	7th-8th	Boys	Fall	168	4,092	4,225	4,356
Football	Grades	Boys	Fall	168	4,092	4,225	4,356
Golf	Varsity	Boys	Fall	201	4,896	5,055	5,212
Golf	Varsity	Girls	Spring	201	4,896	5,055	5,212
Gymnastics	Varsity	Boys-Girls	Fall	250	6,090	6,288	6,483
Gymnastics	7th-8th	Boys-Girls	Fall	250	6,090	6,288	6,483
Gymnastics	Grades	Boys-Girls	Fall	250	6,090	6,288	6,483
Gymnastics	Varsity	Girls	Spring	145	3,532	3,647	3,760
LaCrosse	JV/Asst.	Boys-Girls	Spring	223	5,432	5,608	5,782
LaCrosse	Varsity	Boys-Girls	Spring	203	4,945	5,105	5,264
LaCrosse	JV-9	Boys-Girls	Spring	203	4,945	5,105	5,264
LaCrosse	7th-8th	Boys	Spring	145	3,532	3,647	3,760
LaCrosse	Grades	Boys	Spring	145	3,532	3,647	3,760
Soccer	Varsity	Boys-Girls	Fall	250	6,090	6,288	6,483
Soccer	JV/Asst.	Boys-Girls	Fall	226	5,505	5,684	5,860
Soccer	Varsity	Boys-Girls	Fall	226	5,505	5,684	5,860
Soccer	7th-8th	Boys-Girls	Fall	168	4,092	4,225	4,356
Soccer	Grades	Boys-Girls	Fall	168	4,092	4,225	4,356
Softball	Varsity	Girls	Spring	223	5,432	5,608	5,782
Softball	JV/Asst.	Girls	Spring	203	4,945	5,105	5,264
Softball	Varsity	Girls	Spring	175	4,263	4,401	4,538
Softball	JV-9	Girls	Spring	175	4,263	4,401	4,538
Softball	7th-8th	Girls	Spring	145	3,532	3,647	3,760
Softball	Grades	Girls	Spring	145	3,532	3,647	3,760

Swimming	Varsity	Girls	Fall	250	6,090	6,288	6,483
Swimming	Varsity	Girls	Fall	226	5,505	5,684	5,860
Swimming	Asst's	Boys	Winter	300	7,308	7,545	7,779
Swimming	Varsity	Boys	Winter	273	6,650	6,866	7,079
Swimming	Junior High	Boys-Girls	Winter	145	3,532	3,647	3,760
Tennis	Varsity	Girls	Fall	250	6,090	6,288	6,483
Tennis	Jr. Varsity	Girls	Fall	226	5,505	5,684	5,860
Tennis	7th-8th	Girls	Fall	168	4,092	4,225	4,356
Tennis	Varsity	Boys	Spring	223	5,432	5,608	5,782
Tennis	Jr. Varsity	Boys	Spring	203	4,945	5,105	5,264
Tennis	7th-8th	Boys	Spring	145	3,532	3,647	3,760
Track & Field	Varsity	Boys-Girls	Spring	223	5,432	5,608	5,782
Track & Field	Asst's	Boys-Girls	Spring	203	4,945	5,105	5,264
Track & Field	7th-8th	Boys-Girls	Spring	145	3,532	3,647	3,760
Track & Field	Grades	Boys-Girls	Spring	145	3,532	3,647	3,760
Volleyball	Varsity	Boys-Girls	Fall	250	6,090	6,288	6,483
Volleyball	JV/Asst.	Boys-Girls	Fall	226	5,505	5,684	5,860
Volleyball	Varsity	Boys-Girls	Early	226	5,505	5,684	5,860
Volleyball	7th-8th	Girls	Winter	145	3,532	3,647	3,760
Volleyball	Grades	Girls	Late	145	3,532	3,647	3,760
Volleyball	7th-8th	Boys	Winter	145	3,532	3,647	3,760
Volleyball	Grades	Boys	Winter	145	3,532	3,647	3,760
Winter Track	Varsity	Boys	Winter	300	7,308	7,545	7,779
Wrestling	Varsity	Boys	Winter	300	7,308	7,545	7,779
Wrestling	JV/Asst's	Boys	Winter	273	6,456	6,667	6,871
Wrestling	Varsity	Boys	Early	273	6,456	6,667	6,871
Wrestling	7th-8th	Boys	Winter	145	3,532	3,647	3,760
Wrestling	Grades	Boys	Winter	145	3,532	3,647	3,760

APPENDIX C3: Salary Schedule for Athletic Coaches 2010-2011

Base-Hourly Pay Rate					25.09	25.90	26.71
SPORT	LEVEL	PARTICIPANTS	SEASON	TOTAL HOURS	STEP 1 FIRST & 2nd YEARS	STEP 2 THIRD & 4th YEARS	STEP 3 FIFTH & ADD'L YEARS
Baseball	Varsity	Boys	Spring	223	5,595	5,776	5,956
Baseball	JV/Varsity	Boys	Spring	203	5,093	5,258	5,422
Baseball	Varsity	Boys	Spring	175	4,391	4,533	4,674
Baseball	JV-9	Boys	Spring	175	4,391	4,533	4,674
Baseball	7th-8th	Boys	Spring	145	3,638	3,756	3,873
Baseball	Grades	Boys	Spring	145	3,638	3,756	3,873
Basketball	Varsity	Boys-Girls	Winter	300	7,527	7,770	8,013
Basketball	JV/Varsity	Boys-Girls	Winter	273	6,850	7,071	7,292
Basketball	Varsity	Boys	Winter	250	6,273	6,475	6,678
Basketball	JV-9	Boys	Winter	250	6,273	6,475	6,678
Basketball	7th-8th	Boys	Winter	145	3,638	3,756	3,873
Basketball	Grades	Boys	Winter	145	3,638	3,756	3,873
Basketball	JV-9	Girls	Winter	250	6,273	6,475	6,678
Basketball	7th-8th	Girls	Winter	145	3,638	3,756	3,873
Basketball	Grades	Girls	Winter	145	3,638	3,756	3,873
Bowling	Varsity	Boys-Girls	Winter	154	3,864	3,989	4,113
Cross Country	Varsity	Boys-Girls	Fall	250	6,273	6,475	6,678
Cross Country	7th-8th	Boys-Girls	Fall	168	4,215	4,351	4,487
Cross Country	Grades	Boys-Girls	Fall	168	4,215	4,351	4,487
Field Hockey	Varsity	Girls	Fall	250	6,273	6,475	6,678
Field Hockey	JV/Asst.	Girls	Fall	226	5,670	5,853	6,036
Field Hockey	Varsity	Girls	Fall	226	5,670	5,853	6,036
Field Hockey	7th-8th	Girls	Fall	168	4,215	4,351	4,487
Field Hockey	Grades	Girls	Fall	168	4,215	4,351	4,487
Football	Varsity	Boys	Fall	341	8,556	8,832	9,108
Football	JV/Asst.	Boys	Fall	297	7,452	7,692	7,933
Football	Varsity	Boys	Fall	270	6,774	6,993	7,212
Football	JV-9	Boys	Fall	270	6,774	6,993	7,212
Football	7th-8th	Boys	Fall	168	4,215	4,351	4,487
Football	Grades	Boys	Fall	168	4,215	4,351	4,487
Golf	Varsity	Boys	Fall	201	5,043	5,206	5,369
Golf	Varsity	Girls	Spring	201	5,043	5,206	5,369
Gymnastics	Varsity	Boys-Girls	Fall	250	6,273	6,475	6,678
Gymnastics	7th-8th	Boys-Girls	Fall	250	6,273	6,475	6,678
Gymnastics	Grades	Boys-Girls	Fall	250	6,273	6,475	6,678
Gymnastics	Varsity	Girls	Spring	145	3,638	3,756	3,873
LaCrosse	JV/Asst.	Boys-Girls	Spring	223	5,595	5,776	5,956
LaCrosse	Varsity	Boys-Girls	Spring	203	5,093	5,258	5,422
LaCrosse	7th-8th	Boys-Girls	Spring	203	5,093	5,258	5,422
LaCrosse	Grades	Boys-Girls	Spring	145	3,638	3,756	3,873
Soccer	Varsity	Boys-Girls	Fall	250	6,273	6,475	6,678
Soccer	JV/Asst.	Boys-Girls	Fall	226	5,670	5,853	6,036
Soccer	Varsity	Boys-Girls	Fall	226	5,670	5,853	6,036
Soccer	7th-8th	Boys-Girls	Fall	168	4,215	4,351	4,487
Soccer	Grades	Boys-Girls	Fall	168	4,215	4,351	4,487
Softball	Varsity	Girls	Spring	223	5,595	5,776	5,956
Softball	JV/Asst.	Girls	Spring	203	5,093	5,258	5,422
Softball	Varsity	Girls	Spring	175	4,391	4,533	4,674
Softball	JV-9	Girls	Spring	175	4,391	4,533	4,674
Softball	7th-8th	Girls	Spring	145	3,638	3,756	3,873
Softball	Grades	Girls	Spring	145	3,638	3,756	3,873

Swimming	Varsity	Girls	Fall	250	6,273	6,475	6,678
Swimming	Varsity	Girls	Fall	226	5,670	5,853	6,036
Swimming	Asst's	Boys	Winter	300	7,527	7,770	8,013
Swimming	Varsity	Boys	Winter	273	6,850	7,071	7,292
Swimming	Asst's	Boys	Winter	273	6,850	7,071	7,292
Swimming	Junior	Boys	Winter	145	3,638	3,756	3,873
Swimming	High	Boys-Girls	Winter	145	3,638	3,756	3,873
Tennis	Varsity	Girls	Fall	250	6,273	6,475	6,678
Tennis	Jr. Varsity	Girls	Fall	226	5,670	5,853	6,036
Tennis	7th-8th	Girls	Fall	226	5,670	5,853	6,036
Tennis	Grades	Girls	Fall	168	4,215	4,351	4,487
Tennis	Varsity	Boys	Spring	223	5,595	5,776	5,956
Tennis	Jr. Varsity	Boys	Spring	203	5,093	5,258	5,422
Tennis	7th-8th	Boys	Spring	203	5,093	5,258	5,422
Tennis	Grades	Boys	Spring	145	3,638	3,756	3,873
Track & Field	Varsity	Boys-Girls	Spring	223	5,595	5,776	5,956
Track & Field	Varsity	Boys-Girls	Spring	223	5,595	5,776	5,956
Track & Field	Asst's	Boys-Girls	Spring	203	5,093	5,258	5,422
Track & Field	7th-8th	Boys-Girls	Spring	203	5,093	5,258	5,422
Track & Field	Grades	Boys-Girls	Spring	145	3,638	3,756	3,873
Volleyball	Varsity	Boys-Girls	Fall	250	6,273	6,475	6,678
Volleyball	JV/Asst.	Boys-Girls	Fall	250	6,273	6,475	6,678
Volleyball	Varsity	Boys-Girls	Fall	226	5,670	5,853	6,036
Volleyball	7th-8th	Boys-Girls	Fall	226	5,670	5,853	6,036
Volleyball	Grades	Girls	Winter	145	3,638	3,756	3,873
Volleyball	7th-8th	Girls	Late	145	3,638	3,756	3,873
Volleyball	Grades	Boys	Winter	145	3,638	3,756	3,873
Winter Track	Varsity	Boys	Winter	300	7,527	7,770	8,013
Wrestling	Varsity	Boys	Winter	300	7,527	7,770	8,013
Wrestling	JV/Asst's	Boys	Winter	273	6,850	7,071	7,292
Wrestling	7th-8th	Boys	Early	273	6,850	7,071	7,292
Wrestling	Grades	Boys	Winter	145	3,638	3,756	3,873

APPENDIX C4: Salary Schedule for Athletic Coaches 2011-2012

Base-Hourly Pay Rate					25.84	26.68	27.51
SPORT	LEVEL	PARTICIPANTS	SEASON	TOTAL HOURS	STEP 1 FIRST & 2nd YEARS	STEP 2 THIRD & 4th YEARS	STEP 3 FIFTH & ADD'L YEARS
Baseball	Varsity	Boys	Spring	223	5,762	5,950	6,135
Baseball	JV/Varsity	Boys	Spring	203	5,246	5,416	5,585
Baseball	JV-9	Boys	Spring	175	4,522	4,669	4,814
Baseball	7th-8th						
Baseball	Grades	Boys	Spring	145	3,747	3,869	3,989
Basketball	Varsity	Boys-Girls	Winter	300	7,752	8,004	8,253
Basketball	JV/Varsity						
Basketball	Varsity	Boys-Girls	Winter	273	7,054	7,284	7,510
Basketball	JV-9	Boys	Winter	250	6,460	6,670	6,878
Basketball	7th-8th						
Basketball	Grades	Boys	Winter	145	3,747	3,869	3,989
Basketball	JV-9	Girls	Winter	250	6,460	6,670	6,878
Basketball	7th-8th						
Basketball	Grades	Girls	Winter	145	3,747	3,869	3,989
Bowling	Varsity	Boys-Girls	Winter	154	3,979	4,109	4,237
Cross							
Country	Varsity	Boys-Girls	Fall	250	6,460	6,670	6,878
Cross	7th-8th						
Country	Grades	Boys-Girls	Fall	168	4,341	4,482	4,622
Field							
Hockey	Varsity	Girls	Fall	250	6,460	6,670	6,878
Field	JV/Asst.						
Hockey	Varsity	Girls	Fall	226	5,840	6,030	6,217
Field	7th-8th						
Hockey	Grades	Girls	Fall	168	4,341	4,482	4,622
Football	Varsity	Boys	Fall	341	8,811	9,098	9,381
Football	JV/Asst.						
Football	Varsity	Boys	Fall	297	7,674	7,924	8,170
Football	JV-9	Boys	Fall	270	6,977	7,204	7,428
Football	7th-8th						
Football	Grades	Boys	Fall	168	4,341	4,482	4,622
Golf	Varsity	Boys	Fall	201	5,194	5,363	5,530
Golf	Varsity	Girls	Spring	201	5,194	5,363	5,530
Gymnastics	Varsity	Boys-Girls	Fall	250	6,460	6,670	6,878
Gymnastics	7th-8th						
Gymnastics	Grades	Girls	Spring	145	3,747	3,869	3,989
LaCrosse	Varsity	Boys-Girls	Spring	223	5,762	5,950	6,135
LaCrosse	JV/Asst.						
LaCrosse	Varsity	Boys-Girls	Spring	203	5,246	5,416	5,585
LaCrosse	7th-8th						
LaCrosse	Grades	Boys	Spring	145	3,747	3,869	3,989
Soccer	Varsity	Boys-Girls	Fall	250	6,460	6,670	6,878
Soccer	JV/Asst.						
Soccer	Varsity	Boys-Girls	Fall	226	5,840	6,030	6,217
Soccer	7th-8th						
Soccer	Grades	Boys-Girls	Fall	168	4,341	4,482	4,622
Softball	Varsity	Girls	Spring	223	5,762	5,950	6,135
Softball	JV/Asst.						
Softball	Varsity	Girls	Spring	203	5,246	5,416	5,585
Softball	JV-9	Girls	Spring	175	4,522	4,669	4,814
Softball	7th-8th						
Softball	Grades	Girls	Spring	145	3,747	3,869	3,989

Swimming	Varsity	Girls	Fall	250	6,460	6,670	6,878
Swimming	Varsity	Girls	Fall	226	5,840	6,030	6,217
Swimming	Asst's	Boys	Winter	300	7,752	8,004	8,253
Swimming	Varsity	Boys	Winter	273	7,054	7,284	7,510
Swimming	Asst's	Boys	Winter	273	7,054	7,284	7,510
Swimming	Junior	Boys	Winter	273	7,054	7,284	7,510
Swimming	High	Boys-Girls	Winter	145	3,747	3,869	3,989
Tennis	Varsity	Girls	Fall	250	6,460	6,670	6,878
Tennis	Jr. Varsity	Girls	Fall	226	5,840	6,030	6,217
Tennis	7th-8th	Girls	Fall	168	4,341	4,482	4,622
Tennis	Grades	Boys	Spring	223	5,762	5,950	6,135
Tennis	Varsity	Boys	Spring	203	5,246	5,416	5,585
Tennis	Jr. Varsity	Boys	Spring	203	5,246	5,416	5,585
Tennis	7th-8th	Boys	Spring	145	3,747	3,869	3,989
Tennis	Grades	Boys	Spring	145	3,747	3,869	3,989
Track & Field	Varsity	Boys-Girls	Spring	223	5,762	5,950	6,135
Track & Field	Varsity	Boys-Girls	Spring	203	5,246	5,416	5,585
Track & Field	Asst's	Boys-Girls	Spring	203	5,246	5,416	5,585
Track & Field	7th-8th	Boys-Girls	Spring	145	3,747	3,869	3,989
Track & Field	Grades	Boys-Girls	Spring	145	3,747	3,869	3,989
Volleyball	Varsity	Boys-Girls	Fall	250	6,460	6,670	6,878
Volleyball	JV/Asst.	Boys-Girls	Fall	226	5,840	6,030	6,217
Volleyball	Varsity	Boys-Girls	Fall	226	5,840	6,030	6,217
Volleyball	7th-8th	Girls	Early Winter	145	3,747	3,869	3,989
Volleyball	Grades	Boys	Late Winter	145	3,747	3,869	3,989
Volleyball	7th-8th	Boys	Late Winter	145	3,747	3,869	3,989
Winter Track	Varsity	Boys	Winter	300	7,752	8,004	8,253
Wrestling	Varsity	Boys	Winter	300	7,752	8,004	8,253
Wrestling	JV/Asst's	Boys	Winter	273	7,054	7,284	7,510
Wrestling	7th-8th	Boys	Winter	273	7,054	7,284	7,510
Wrestling	Grades	Boys	Early Winter	145	3,747	3,869	3,989

APPENDIX C5 COACHING LONGEVITY AND OTHER RATES

A. Coaching Longevity

- I. Longevity for coaching experience in Three Village will be paid according to the following schedule:

After completion of:	Rate
Seven Years	\$103.00 total
Ten Years	\$206.00 total
Thirteen Through Nineteen	\$284.00 total
Twenty Or More	\$387.00 total

Coaches may earn more than one longevity if they qualify separately. Example: after coaching seven years winter track and seven years football, a coach is eligible for two separate longevity payments of \$103.00 each.

- II. Longevity is determined by the total number of years of Three Village coaching service in the same sport and/or the total number of years of Three Village coaching service in the same sports season. Longevity may be earned in two ways:

1. Completing the requisite number of years coaching the same sport. Example: coaching lacrosse for seven years.
2. Completing the requisite number of years coaching different sports in the same season. Example: coaching seven years in the spring sports season with two years of boys' track, two years of girls' track, three years of girls' softball.

B. Game Supervision Longevity

- I. Longevity for game supervision is paid at the rate of \$103 for supervisors who have supervised 250 hours or more over the most recent five-year period.

C. Athletic Supervision Rates

- I. Supervision for athletic activities shall be paid as follows:

2008-2009	\$23.08/hour prior to 6:00 p.m.
2009-2010	\$23.77/hour prior to 6:00 p.m.
2010-2011	\$24.49/hour prior to 6:00 p.m.
2011-2012	\$25.22/hour prior to 6:00 p.m.
2008-2009	\$34.62/hour after 6:00 p.m. and on days school is closed
2009-2010	\$35.66/hour after 6:00 p.m. and on days school is closed
2010-2011	\$36.73/hour after 6:00 p.m. and on days school is closed
2011-2012	\$37.83/hour after 6:00 p.m. and on days school is closed

II. The official scoreboard-timer operator for varsity basketball games shall be paid as follows:

2008-2009	\$88.66 per contest
2009-2010	\$91.32 per contest
2010-2011	\$94.06 per contest
2011-2012	\$96.88 per contest

*Effective mid-term of season

Other timekeepers will be paid at the hourly game supervision rate listed in C1 above.

D. Coaches' Supplemental Salary Schedule

I. Athletic coaches shall be paid according to the following step-schedule for assigned duties:

Supplemental Base Hourly Rate for Coaches:

	1	2	3
2008-2009	\$23.90	\$24.40	\$24.90
Sat (1.5x)	\$35.85	\$36.60	\$37.35
Vacation (2x)	\$47.80	\$48.80	\$49.80
2009-2010	\$24.63	\$25.13	\$25.63
Sat (1.5x)	\$36.95	\$37.70	\$38.45
Vacation (2x)	\$49.26	\$50.26	\$51.26
2010-2011	\$25.39	\$25.89	\$26.39
Sat (1.5x)	\$38.08	\$38.84	\$39.59
Vacation (2x)	\$50.78	\$51.78	\$52.78
2011-2012	\$26.16	\$26.66	\$27.16
Sat (1.5x)	\$39.24	\$39.99	\$40.74
Vacation (2x)	\$52.33	\$53.33	\$53.33

*Effective mid-term of season

Calculation Note: The hourly rate is calculated by multiplying the negotiated percentage in each year of the contract (3%, 3%, 3%, 3%) by the step 2 hourly rate figure. Step one is fifty cents (\$.50) less than step 2 and step 3 is fifty cents (\$.50) more than step 2.

Saturdays and after 6 p.m. are calculated at time and one-half. Vacation days are calculated at double time.

APPENDIX D DIFFERENTIAL

1. Guidance Counselors		Differential			
Years of Service		2008-2009	2009-2010	2010-2011	2011-2012
1-5		\$2,085	\$2,148	\$2,212	\$2,278
6-10		\$2,775	\$2,858	\$2,944	\$3,032
11-15		\$3,474	\$3,578	\$3,687	\$3,797
16-20		\$4,164	\$4,290	\$4,419	\$4,551
21+		\$4,857	\$5,004	\$5,154	\$5,308

2. Psychologists

Years of Service		Differential			
		2008-2009	2009-2010	2010-2011	2011-2012
1-5		\$2,775	\$2,858	\$2,944	\$3,032
6-10		\$3,610	\$3,718	\$3,830	\$3,945
11-15		\$4,442	\$4,575	\$4,713	\$4,854
16-20		\$5,275	\$5,433	\$5,596	\$5,764
21+		\$6,108	\$6,291	\$6,480	\$6,674

3. Lead Teachers, Head Librarians, Lead Guidance Counselors, and Chief Psychologist, District-wide Teacher Leader for Technology, Elementary Lead Teacher; Family and Consumer Science Lead Teacher, Mentor Lead Teacher

# of Staff	Years of Service	2008-2009	2009-2010	2010-2011	2011-2012
1-5	1-4	\$1,390	\$1,432	\$1,475	\$1,519
	5-10	\$2,085	\$2,148	\$2,212	\$2,278
	10+	\$2,775	\$2,858	\$2,944	\$3,032
6-10	1-4	\$2,222	\$2,289	\$2,357	\$2,428
	5-10	\$3,055	\$3,147	\$3,241	\$3,338
	10+	\$3,386	\$4,003	\$4,123	\$4,247

Teachers presently being paid a stipend that is more than what this schedule calls for are saved harmless.

Nothing contained in this article shall be construed to limit the Board of Education's rights as reserved to them under Article XXIX, Section F, "The Board continues to retain, whether exercised or not, the sole and unquestioned right to exercise, in its discretion, its duties, powers, responsibilities and rights in the direction and management of the Three Village School System".

4. SAT/ACT Testing Coordinators: these stipends remain stable and are not increased by the yearly % increase as are other auxiliary schedules listed in the contract:

- ∞ SAT Testing Coordinator \$4,500
- ∞ ACT Testing Coordinator \$1,780
- ∞ Special Education SAT Supervisor: \$2,000

5. Special Education Transitions Services Coordinator – this stipend remains stable and is not increased by the yearly % increases as are other auxiliary schedules listed in the contract.

Special Education Transition Services Coordinator - \$1,000

6. Literacy Collaborative and Responsive Classroom:

	2008-2009	2009-2010	2010-2011	2011-2012
Literacy Collaborative .5 Lead Teacher/Trainer	\$7,725	\$7,957	\$8,195	\$8,441
Primary LC Book Room	\$1,288	\$1,326	\$1,366	\$1,407
Intermediate LC Book Room	\$1,288	\$1,326	\$1,366	\$1,407
Responsive Classroom	\$1,288	\$1,326	\$1,366	\$1,407

7. Literacy Collaborative Training [for after-school training in LC, hourly rates are increased by the yearly % as other auxiliary schedules listed in the contract] also includes all services provided outside of the contractual day where teachers are not working with students but are meeting curriculum needs approved by Central Office (i.e., mandated training for Reading Recovery, curriculum writing, proctoring of assessments and other district mandated training):

Hourly rate of	\$39.78	2008-2009
	\$40.97	2009-2010
	\$42.20	2010-2011
	\$43.47	2011-2012

8. In-Service Teaching: paid on a per course hour basis

Hourly rate of	\$61.80	2008-2009
	\$63.65	2009-2010
	\$65.56	2010-2011
	\$67.53	2011-2012

9. Academic Intervention Services (AIS) and all services where teachers are instructing students for AIS purposes. Those include Regents Prep, WRITE and MITE programs, Summer School ELA, Special Education Trainer for After-Hour Programs: paid at hourly rate

Hourly rate of	\$46.00	2008-2009
	\$47.38	2009-2010
	\$48.80	2010-2011
	\$50.27	2011-2012

10. Class Coverage [involves no preparation and only services the purpose of supervision; proctoring exams fits this category]: paid on a per period basis

Per class period:	\$32.86	2008-2009
	\$33.85	2009-2010
	\$34.86	2010-2011
	\$35.901	2011-2012

11. ABA Home Component – Teachers & Grandfathered Paraprofessionals to be paid at same rate as AIS (D7). Teaching Assistants to be paid at:

Hourly Rate of:	\$30.00	2008-2009
	\$30.90	2009-2010
	\$31.83	2010-2011
	\$32.78	2011-2012

12. After-hours One-on-One Supervision:

Hourly Rate of:	\$17.00	2008-2009
	\$17.51	2009-2010
	\$18.04	2010-2011
	\$18.58	2011-2012

13. After-Hours/Weekends/Conferences/Supervision:

- a. Extended Hours, School Days (supervision) – hourly Co-Curricular Activities rate if beyond 6 PM
- b. Weekend Days (supervision) - \$300
- c. Overnight (weekend or weekday) (supervision) - \$150
- d. Conferences (weekend days @ District's initiative) - \$200
- e. Conferences Overnight (weekend or weekday @ District's initiative) - \$75

14. Music

Performance Group	2008-2009	2009-2010	2010-2011	2011-2012
Camarata	\$3,014	\$3,104	\$3,198	\$3,293
Chamber Ensemble (shared)	\$3,014	\$3,104	\$3,198	\$3,293
Chamber Orchestra	\$3,014	\$3,104	\$3,198	\$3,293
Drum Core	\$1,947	\$2,005	\$2,066	\$2,128
Flag Line	\$1,947	\$2,005	\$2,066	\$2,128
Jazz Band III	\$3,014	\$3,104	\$3,198	\$3,293
Marching Band Director	\$3,014	\$3,104	\$3,198	\$3,293
Marching Band Asst. Director	\$2,481	\$2,555	\$2,632	\$2,711
Wind Ensemble	\$3,014	\$3,104	\$3,198	\$3,293

Appendix E1: Elementary Extra/Co-Curricular Activities Schedule: 2008-2012

(Minimum 20 students per Activity; all Activities subject to yearly budget)

Level A About 100 hours Pay per show No one person may take on more than 2 different listed responsibilities.	Level B 30-50 hours	Level C 30 hours Less is pro-rated.	Level D Hourly Rate
2008-2009 \$1,729	2008-2009 \$1,383	2008-2009 \$1,240	2008-2009 \$35.48
2009-2010 \$1,781	2009-2010 \$1,424	2009-2010 \$1,277	2009-2010 \$36.54
2010-2011 \$1,834	2010-2011 \$1,467	2010-2011 \$1,315	2010-2011 \$37.64
2011-2012 \$1,889	2011-2012 \$1,511	2011-2012 \$1,354	2011-2012 \$38.77
	*Student Government *School Store *Science Club *Wellness Club *These clubs take on different responsibilities in each school. The building extra-curricular committee should decide into which column these clubs belong in their school.		Chaperone/ Supervision *After-Hours One-on-One Supervision – 08-09 - \$17/hour See Appendix D11
Drama/Theater	Creative Writing Magazine	Art	
Set Design for Theater Production	Community Service Club	Authors	
Stage Crew	School-wide Newspaper	Basketball Board Game Buddies Book Club/Jr.Great Bks	
		Cooking	
		Celebrating Girls	
		Creative Writing	
		Digital Photography	
		Gardening/Courtyard	
		Glee Club	
		Internet/Computer	
		Home & Careers	
		Justice	
		Intermediate/6 th Gr.Intramurals	
		Knitting	
		Literature; Lit/Art	
		Math/Math Olympiads	
		M&M Mentor/Mentee Pgm	
		Peer Mediation	
		Poetry	
		Safety Patrol	
		Science Club	
		Scrapbooking	
		Spanish	
		Sign Language	
		Storytelling	
		Yoga	

Appendix E2 Junior High Extra/Co-Curricular Activities Schedule: 2008-2012

(Minimum: 20 students per Activities; Stipends are to be split if more than one advisor)

Level A	Level B	Level C	Level D	Level E	Level F	Hourly Rate
08-09: \$5,950	08-09: \$3,427	08-09: \$2,852	08-09: \$2,144	08-09: \$1,756	08-09: \$1,240	08-09: \$35.48
09-10: \$6,129	09-10: \$3,530	09-10: \$2,938	09-10: \$2,209	09-10: \$1,809	09-10: \$1,277	09-10: \$36.55
10-11: \$6,313	10-11: \$3,636	10-11: \$3,026	10-11: \$2,275	10-11: \$1,863	10-11: \$1,316	10-11: \$37.64
11-12: \$6,502	11-12: \$3,745	11-12: \$3,117	11-12: \$2,343	11-12: \$1,919	11-12: \$1,355	11-12: \$38.77
Jr. High Musical Production Director: Staging, Acting, Light, Sound, Choreography, Ticketing, Marketing, Advertising, Set Design, Set Construction, Stage Crew	Jr. High Yearbook	Orchestra Director for Musical Production	Adventure Club	Math Team/Clubs	Art Club Best Buddies	Chaperone/ Supervision *After-Hours One-on-One Supervision -- 08-09 - \$17/hour See page.....
	Student Council	Webmasters Club	Music Courses: Chamber, Choir, Jazz, String Ensembles, Vocal Vikings	Bookstore	Chess/Serabble Club	Detention
			Science Olympiad Coordinator	Ceramics	Courtyard/ Garden Clubs	Film Club (Max: \$600)
				Forensics	Drama Club (Fall)	Special Events/ Program Coordinator/ Awards Assembly/Certificates
				Hunger Task Force	Earth & Space Science	
				Robotics	Global Language Honor Societies	
				Science Bowl	Home & Careers	
					Improv Club	
					Newspaper 3 editions	
					Justice/Help Clubs	
					Lighting/Sound for school events except musical productions (*2 separate & equal stipends)	
					Literary Magazine 2 editions	
					Miniatures Club	
					Mock Trial Club	
					Peer Leadership	
					Peer Reach Out	
					Running/Fitness	
					SAVE	
					Science Olympiad Assistants/Project Based Advisors	
					Sign Language	
					World Music Society	

*Peer Mediation paid from grant from Cathy Taldone.

*Supplemental stipends for Theater Arts will be funded by outside revenues (door receipts) at the discretion of the director.

*All Co-Curricular Activities are subject to yearly budgeting.

*New Co-Curricular Activities may be added at the discretion of the extra-curricular building committee.

Appendix E3: WMHS Extra/Co-Curricular Activities Schedule: 2009-1012

(Minimum: 20 students per Activities; Stipends are to be split if more than one advisor)

Level A	Level B	Level C	Level D	Level E	Level F 30 hours	Hourly Rate
08-09: \$7,443	08-09: \$5,970	08-09: \$3,356	08-09: \$2,852	08-09: \$2,144	08-09: \$1,756	08-09: \$35.48
09-10: \$7,666	09-10: \$6,149	09-10: \$3,456	09-10: \$2,938	09-10: \$2,209	09-10: \$1,809	09-10: \$36.55
10-11: \$7,896	10-11: \$6,333	10-11: \$3,560	10-11: \$3,026	10-11: \$2,275	10-11: \$1,863	10-11: \$37.64
11-12: \$8,133	11-12: \$6,523	11-12: \$3,666	11-12: \$3,117	11-12: \$2,343	11-12: \$1,919	11-12: \$38.77
Student Government	Newspaper Advisor	Bookstore	Academic Teams	French Honor Society	After School Researchers: Instar	Chaperone/ Supervision * After-Hours One-on-One Supervision – 08-09 - \$17/hour See page.....
Yearbook Advisor	Prom Advisor	Concert Crew/ School Events Crew	Brainstormers	Future Business Leaders of America	Amer.Compet. Scholas. Nt.	
		Drama Club	Community Service Learning Center	German Honor Society	Asian Culture	
		Newspaper Business Mgr.	Grade 10 Advisor	Literary Magazine: Cinnabar	Business Honor Society	
		Vocal Director, Musical	Grade 11 Advisor	Math Team	Chess/Scrabble Club	
		Orchestra Director, Musical	Grade 12 Advisor	National Art Honor Society/Art Club	Cornerstone Bible Club	
		Musical Production: Staging, Lighting, Acting, Sound, Set Design, Set Construction, Stage Crew	Key Club	Science Olympiad	Debate Club	
		Prom Business Mgr.	Model UN	Spanish Honor Society	Drawing Forum	
		Yearbook Business Mgr.	National Honor Society	Ticketing/Marketing /Advertising for musical production	Environmental Club	
			SHARP		Federal Challenge	
			Tri-M Music Honor Society		Game Club	
					Frisbee	
					Hockey Sack	
					Garden Club	
					Greenhouse Club	
					Gay/St. Alliance	
					Habitat for Humanity	
					Hebrew Culture	
					History Club	
					Human Rights/Hunger Task Force	
					Internet Club	

Level A	Level B	Level C	Level D	Level E	Level F 30 hours	Hourly Rate
08-09: \$7,443	08-09: \$5,970	08-09: \$3,356	08-09: \$2,852	08-09: \$2,144	08-09: \$1,756	08-09: \$35.48
09-10: \$7,666	09-10: \$6,149	09-10: \$3,456	09-10: \$2,938	09-10: \$2,209	09-10: \$1,809	09-10: \$36.55
10-11: \$7,896	10-11: \$6,333	10-11: \$3,560	10-11: \$3,026	10-11: \$2,275	10-11: \$1,863	10-11: \$37.64
11-12: \$8,133	11-12: \$6,523	11-12: \$3,666	11-12: \$3,117	11-12: \$2,343	11-12: \$1,919	11-12: \$38.77
					Interact	
					Int/Exchange Club	
					Justice Club	
					Latin Club	
					Muslim Culture	
					Peer Mediation	
					Peer Leadership	
					Philosophy Club	
					Photo/Film Club	
					SADD/DAFY	
					SEARCH	
					Sign Language	
					Video Club	
					Webmasters	
					Video Yearbook	
					WM Players	
					Women's Forum	

- *Additional Co-Curricular Activities may be added at the discretion of the extra-curricular building committee
- *Stipends are based on a minimum of 30 hours; groups that meet for a lesser time period will be pro-rated.
- * Co-Curricular Activities are subject to a 20-student minimum.
- *Stipends are split if co-sponsored.
- *Supervision of Co-Curricular Activities is by a teacher first; then staff members.
- *Supplemental stipends for musical will be funded by outside revenue (door receipts) at the discretion of the director.

APPENDIX F GRIEVANCE FORM

Grievance No: _____

A. Timeliness:

1. Date cause of grievance occurred _____
2. Date grievance filed _____
3. Number of school days elapsed between
1 and 2 above _____
4. If more than 20 school days, state reason(s) for exceeding contract filing time
limit:

B. Grievance Particulars:

1. Filed by: _____
Association Position: _____
2. Statement of Grievance: (State specific event(s) or conditions(s) which gave
rise to this grievance, citing specific causes, i.e., administrative directive,
missed deadline, others:)

3. Cite language of specific article(s) and section(s) and the reason why the
section(s) cited were allegedly violated:

(a) Article & Section (Use Contract Language)	How Action Violates contract language
--	--

_____	_____
_____	_____

4. List of Grievants:

Name of Grievant(s)

Assignment

How Aggrieved?

(a) _____

(a) _____

(b) _____

(b) _____

All grievants are to be listed individually, or by an identifiable group category, i.e., all junior high English Teacher, all fifth grade teachers at 'X' elementary school, etc.

In a group grievance, if a single grievant is listed and other grievants included under the category of "all others similarly situated," then only particulars from those grievances named on the grievance form may be used in arbitration.

5. **Relief Sought:**

6. **General Conditions:**

If the grievance should proceed to arbitration, the issue at arbitration shall be the grievance as set forth on the grievance form, except that additional past practices may be cited in the case of Article XXIX. No new articles may be raised in arbitration.

If Article XXIX, section 4 is cited in the grievance, the Association agrees to submit to the District all the known past practices that it has discovered prior to or by the conclusion of the Superintendent's hearing. If an example of a past practice is not cited prior to or at the Superintendent's hearing, then the Association agrees to drop its use of Article XXIX, section 4. Additional past practices that are discovered by the Association after the Superintendent's conference may be used in arbitration.

If Article XXIX is cited, list example(s) of past practices:

**AGREEMENT
BETWEEN THE
PARAPROFESSIONALS/TEACHING ASSISTANTS
AND THE
THREE VILLAGE CENTRAL SCHOOL DISTRICT
AS AN
ADDENDUM TO THE
TVTA CONTRACT**

JULY 1, 2008 - June 30, 2012

**AGREEMENT BETWEEN
THE PARAPROFESSIONALS/TEACHING ASSISTANTS
AND THE
THREE VILLAGE CENTRAL SCHOOL DISTRICT
AS AN
ADDENDUM TO THE TVTA CONTRACT**

I. This addendum constitutes the sole agreement between the parties regarding the benefits provided to the paraprofessionals and teaching assistants.

II. Terms of Agreement:
The effective date of this addendum is July 1, 2008 through June 30, 2012..

III. Salary

The salaries for paraprofessionals during the term of this agreement are attached hereto as Appendix A. The salary schedules during the term of this agreement for individuals heretofore employed as tutors and special education aides who are employed as teaching assistants effective February 1, 2008 and new employees appointed as teaching assistants before or after that date, are attached as Appendix B.

As to individuals previously employed without interruption with the Three Village Central School District who are employed as teaching assistants effective February 1, 2008 and thereafter, initial placement upon the salary schedule shall be pursuant to the following principles:

- A. Placement shall be determined by the salary that most closely approximates current salary in the former position with the guarantee that no employee will sustain a salary decrease;
- B. Additional step credit shall be awarded for the purpose of initial placement in accordance with the following:
 - 1. 5-8 years of service - 1 additional step
 - 2. 9-12 years of service – 2 additional steps
 - 3. 13 or more years of service – 3 additional steps
- C. All employees will be placed on the first column (C1) except as to those who have obtained the C2 or C3 designations as of February 1, 2008 by virtue of prior service as teaching assistants in another district.

Tutors/special education aides who, in the opinion of the Superintendent of Schools, are assigned to duties which, as of February 1, 2008, require the designation teaching assistant will be offered that position effective February 1, 2008 provided they qualify therefore.

As to employees hired as paraprofessional prior to February 1, 2008, longevity is due at the beginning of the 6th year of service at an additional \$150 each year.

As to those employees referred to in subparagraph 1 above, and who are certified teachers, they shall receive \$150 above the applicable salary schedule each year.

IV. Other Benefits Paraprofessionals hired prior to February 1, 2008 shall be entitled to:

A. Group Insurance - Article XXIII of the Teachers' contract shall apply to the Paraprofessionals for their hospitalization, dental and life insurance and any other group insurance benefits they might be entitled to under the terms of Article XXIII, except that the contribution rate shall be 6 ½ % of the cost of premium for individual or family coverage. Effective July 1, 2009, said contribution shall be increase to 8%. Effective July 1, 2010 and thereafter, said contribution shall be increased to 10%. Any paraprofessional who retires effective 11:59 p.m. June 30, 2009 and thereafter, shall participate in the District's health insurance plan at an employee contribution rate equal to the rate of contribution during the last year of his/her employment as a paraprofessional.

B. Work Year - The Teacher's calendar will apply to the Paraprofessionals employed prior to February 1, 2008.

C. 1. Sick Days

Twelve (12) sick days per year, cumulative to 150 days. Paraprofessionals hired prior to February 1, 2008 who are hired as teachers in the District shall carry over their unused sick leave with them.

2. Terminal Allowance

Upon separation (except for dismissals) from the District paraprofessionals hired prior to February 1, 2008 with a minimum of ten (10) years of service with the District shall be paid a terminal allowance \$50 for the life of this agreement for each day of accumulated unused sick leave up to a maximum of 150 days. Notice of such separation shall be given by February 1, of the year of the separation if possible. Payments there under shall be made in the first pay period in July following separation. Notwithstanding the provisions in this paragraph, paraprofessionals hired prior to February 1, 2008 who are hired as teachers in the Three Village School District are not entitled to any terminal allowance pay.

D. Personal Days - Paraprofessionals hired prior to February 1, 2008 will be granted a total of four (4) paid personal days per year for the following reasons:

1. Religious observance

2. Personal business as outlined on the instructional unit personal day absence form dated 4/30/75. Additional personal leave without loss of pay may be granted at the discretion of the Chief School Administrator. Notification for personal days shall be made in writing prior to the effective date of the leave, except in case of emergency. Requests for personal days before and after holidays and vacation periods must be accompanied by reasons and are

subject to approval by the Superintendent or his designee, according to the guidelines currently in effect for personal days. Personal days not used shall be carried over to cumulative sick leave.

- E. Bereavement Leave - As to Paraprofessionals hired prior to February 1, 2008, upon notification of the building administrator, appropriate leave for a death in the immediate family will be granted.
- F. As to Paraprofessionals hired prior to February 1, 2008, pregnancy disability leave will be granted in accordance with the provisions of State law and Board policy. Absence for pregnancy disability may be charged to sick leave and the employee shall be paid for the days absent during her period of disability according to Board policy, but in no event shall the employee be paid for days in excess of her accumulated sick leave under this clause.
- G. Child Care Leave - Upon request to and approval by the Chief School Administrator, Paraprofessionals hired prior to February 1, 2008 shall be entitled to leave of absence without pay for a period of up to one (1) year for child care.
- H. Extended Sick Leave - If all earned sick leave and personal leave days have been used up, extended sick leave may be granted to a Paraprofessional hired prior to February 1, 2008 after one (1) year of service by the Assistant Superintendent for Instructional Services. Such extended sick leave shall only be granted to employees who cannot perform any duties within the unit and shall not be granted for more than ninety (90) days, and shall not be unreasonably withheld. The District shall require a doctor's certificate before granting or continuing extended sick leave.
- I. As to Paraprofessionals hired prior to February 1, 2008 Lunch break shall be a 45-minute (elementary) or the length of a period (secondary) uninterrupted lunch period, except in unusual circumstances, such as cases of emergency. Such Paraprofessionals shall be entitled to a total of 45 minutes break time which may be scheduled by the building principal as two separate periods of time.
- J. Retirement system membership shall be available to Paraprofessionals hired prior to February 1, 2008 according to membership requirements of the New York State Teachers Retirement System or the New York State Employees Retirement System, whichever system the Paraprofessional hired prior to February 1, 2008 qualifies for.
- V. Notice of Employment Status - Probationary Paraprofessionals hired prior to February 1, 2008 shall be provided with at least sixty (60) days' notice of a decision not to rehire.
- VI. Evaluation of Paraprofessionals - Paraprofessionals hired prior to February 1, 2008 shall receive a minimum of one observation per year and a written evaluation by an administrator at least once a year. The Paraprofessional shall receive a copy of any evaluations prior to submission to the central administration personnel files.

At the administrator's request, the teacher supervisor shall give his/her verbal input regarding the performance of the paraprofessional over the course of the year to the administrator responsible for completing the paraprofessional's written evaluation.

VII. Grievance Procedure - Each Paraprofessional hired prior to February 1, 2008 shall be entitled to a representative of his/her own choice at each step of the grievance procedure. Any disputes arising concerning the interpretation or application of the terms of this agreement or the rights claimed to exist there under shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

A. A grievance shall be presented by the Paraprofessional to his/her principal in writing, within ten (10) working days after the grievance arises or, where this does not apply, to the administrator who is the immediate supervisor. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and his/her representative, if the Paraprofessional so desires.

B. In the event such grievance is not satisfactorily resolved in writing, at the building level within ten (10) working days, after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.

C. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the Paraprofessional shall notify the Superintendent, in writing, within (10) working days after receipt of the Superintendent's decision of the Paraprofessional's intention to proceed, or not to proceed, to advisory arbitration. The arbitrator shall be selected through the Public Employment Relations Board (PERB).

The advisory recommendation of the arbitrator shall be presented in writing to the Board within thirty (30) working days of the hearing. The arbitrator shall limit his/her recommendation strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any recommendations contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law. The recommendation of the arbitrator shall be advisory only and shall not be binding on either party.

Within ten (10) working days after receipt of the advisory recommendation from the arbitrator, the Board shall render a decision which shall be final and binding on all parties. The cost of advisory arbitration shall be shared equally by the parties.

VIII. Paraprofessionals hired prior to February 1, 2008 can be assigned coverage in the event no substitute is available for a teacher. Payment for such coverage shall be at the rate of \$32.86 per period for 2008-2009. Thereafter, said payments shall be improved as follows: \$33.85 for 2009-2010; \$34.86 for 2010-2011; and \$35.91 for 2011-2012.

IX. Other Benefits Teaching Assistants shall be entitled to:

A. Health Insurance for Teaching Assistants - Teaching assistants employed on or after February 1, 2008 shall be entitled to participate in the District health insurance

plan with the District's contribution as follows:

7/1/08 – 6/30/09	0%
7/1/09 – 6/30/10	30%
7/1/10 – 6/30/11	50%
7/1/11 – 6/30/12	60%

Article XXIII of the Teachers' contract shall apply to Teaching Assistants for their dental and life insurance and any other group insurance benefits they might be entitled to under the terms of Article XXIII.

- B. Upon retirement from the District and the New York State Teachers Retirement System, the District's contribution to the cost of premiums shall be at the same percentage rate as per the last year of employment. Eligibility for health insurance in retirement shall be limited to those teaching assistants with at least 15 years of consecutive service in the unit immediately preceding retirement except that prior full time uninterrupted employment in the Three Village Central School District shall be included in the calculation of the retired service. Authorized unpaid leaves of absences shall not count toward fulfillment of the service requirements set forth in this paragraph, nor shall they constitute a break in service.
- C. Teaching assistants shall be entitled to a lunch break to the same extent as paraprofessionals pursuant to paragraph 4 (l) hereof and a 15 minute break to be scheduled at a time determined by the building principal.
- D. The following provisions of this agreement shall also apply to teaching assistants employed in that capacity on or after February 1, 2008:
 - 1. Work Year - The Teacher's calendar will apply to teaching assistants.
 - 2. Sick Days - Twelve (12) sick days per year, cumulative to 150 days.
 - 3. Terminal Allowance - As to days accumulated after February 1, 2008, upon separation (except for dismissals) from the District teaching assistants with a minimum of ten (10) years of service with the District shall be paid a terminal allowance \$50 for the life of this agreement for each day of accumulated unused sick leave up to a maximum of 150 days. Notice of such separation shall be given by February 1, of the year of the separation if possible. Payments there under shall be made in the first pay period in July following separation. Notwithstanding the provisions in this paragraph, teaching assistants who are hired as teachers in the Three Village School District are not entitled to any terminal allowance pay. Teaching assistants previously employed without interruption with the District who have accumulated sick/personal days pursuant to the applicable contract shall remain eligible for any terminal pay that may be due under said contract as to those days.

4. Personal Days – Teaching assistants will be granted a total of four (4) paid personal days per year for the following reasons:
 - a. Religious observance
 - b. Personal business as outlined on the instructional unit personal day absence form dated 4/30/75. Additional personal leave without loss of pay may be granted at the discretion of the Chief School Administrator. Notification for personal days shall be made in writing prior to the effective date of the leave, except in case of emergency. Requests for personal days before and after holidays and vacation periods must be accompanied by reasons and are subject to approval by the Superintendent or his designee, according to the guidelines currently in effect for personal days. Personal days not used shall be carried over to cumulative sick leave.
5. Bereavement Leave - Upon notification of the building administrator, appropriate leave for a death in the immediate family will be granted.
6. Pregnancy disability leave will be granted in accordance with the provisions of State law and Board policy. Absence for pregnancy disability may be charged to sick leave and the employee shall be paid for the days absent during her period of disability according to Board policy, but in no event shall the employee be paid for days in excess of her accumulated sick leave under this clause
7. Child Care Leave - Upon request to and approval by the Chief School Administrator, teaching assistants shall be entitled to leave of absence without pay for a period of up to one (1) year for child care.
8. Extended Sick Leave - If all earned sick leave and personal leave days have been used up, extended sick leave may be granted to a teaching assistant after one (1) year of service by the Assistant Superintendent for Instructional Services. Such extended sick leave shall only be granted to employees who cannot perform any duties within the unit and shall not be granted for more than ninety (90) days, and shall not be unreasonably withheld. The District shall require a doctor's certificate before granting or continuing extended sick leave.
9. Retirement system membership shall be available to teaching assistants according to membership requirements of the New York State Teachers Retirement System or the New York State Employees Retirement System, whichever system the teaching assistant qualifies for.
- X. Notice of Employment Status - Probationary teaching assistants shall be provided with at least sixty (60) days' notice of a decision not to rehire.
- XI. Evaluation of Teaching Assistants – Teaching assistants shall receive a minimum of one observation per year and a written evaluation by an administrator at least once a year. Such observation will last no longer than 20 minutes and no more than two teaching assistants will be observed during the same 45-minute period. There is no obligation on the part of the district to notify the teaching assistant that such observation will occur. The

teaching assistant shall receive a copy of any evaluations prior to submission to the central administration personnel files.

At the administrator's request, the teacher supervisor shall give his/her verbal input regarding the performance of the teaching assistant over the course of the year to the administrator responsible for completing the teaching assistant's written evaluation.

- XII. Grievance Procedure - Each teaching assistant shall be entitled to a representative of his/her own choice at each step of the grievance procedure. Any disputes arising concerning the interpretation or application of the terms of this agreement or the rights claimed to exist there under shall be the subject of a grievance and shall be processed and resolved in accordance with the following:
- A. A grievance shall be presented by the teaching assistant to his/her principal in writing, within ten (10) working days after the grievance arises or, where this does not apply, to the administrator who is the immediate supervisor. Within three (3) working days after receipt of the written grievance, the administrator or immediate supervisor shall confer with the aggrieved and his/her representative, if the teaching assistant so desires.
 - B. In the event such grievance is not satisfactorily resolved in writing, at the building level within ten (10) working days, after presentation, the grievance shall be presented in writing within ten (10) working days after receipt of reply to the Superintendent of Schools for settlement. Within three (3) working days after receipt of the written grievance, the Superintendent of Schools shall confer in person with the aggrieved and his/her representative, if he/she so chooses.
 - C. In the event such grievance is not satisfactorily resolved, in writing, at the Superintendent's level within ten (10) working days after presentation, the teaching assistant shall notify the Superintendent, in writing, within (10) working days after receipt of the Superintendent's decision of the teaching assistant's intention to proceed, or not to proceed, to advisory arbitration. The arbitrator shall be selected through the Public Employment Relations Board (PERB).

The advisory recommendation of the arbitrator shall be presented in writing to the Board within thirty (30) working days of the hearing. The arbitrator shall limit his/her recommendation strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any recommendations contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law. The recommendation of the arbitrator shall be advisory only and shall not be binding on either party.

Within ten (10) working days after receipt of the advisory recommendation from the arbitrator, the Board shall render a decision which shall be final and binding on all parties. The cost of advisory arbitration shall be shared equally by the parties.

- XIII. Notwithstanding the provisions of Article XII, however, during the period February 1,

2008 through June 30, 2008, only the provisions of Article III hereof (salary) shall apply. As to all remaining benefits and working conditions, the provisions of the tutors/special education aides contracts (whichever is applicable) shall apply.

XIV. Tutors/aides who qualify for appointment as teaching assistants effective February 1, 2008 pursuant to Article III C hereof, may elect to defer such appointment until September 1, 2008. Employees who elect this option to defer appointment shall remain as tutors/aides for all purposes during the period February 1, 2008 through June 30, 2008. Effective June 30, 2008, the tutors/aides positions referred to in this paragraph shall be abolished and all tutors/aides eligible for appointment as teaching assistants pursuant to Article III(C) hereof, must accept such appointment or be terminated from employment.

DATED: January 8, 2008

By: 
THREE VILLAGE PARAPROFESSIONALS/TEACHING ASSISTANTS

By: 
THREE VILLAGE CENTRAL SCHOOL DISTRICT

APPENDIX A PARAPROFESSIONAL SALARY

SALARY SCHEDULES FOR PARAPROFESSIONALS HIRED PRIOR TO FEBRUARY 1, 2008

STEP	2008-2009		2009-2010		2010-2011	2011-2012
	Sept. 1 - Jan. 31	Feb. 1 - June 30	Sept. 1 - Jan. 31	Feb. 1 - June 30		
1	27,758	28,036	28,597	28,883	29,749	30,641
2	28,722	29,009	29,590	29,885	30,782	31,706
3	29,685	29,982	30,582	30,887	31,814	32,768
4	30,649	30,955	31,575	31,890	32,847	33,832
5	31,611	31,927	32,565	32,891	33,878	34,894
6	32,355	32,679	33,333	33,666	34,676	35,716
7	33,400	33,734	34,409	34,753	35,795	36,869
8	34,440	34,785	35,480	35,835	36,910	38,018
9	35,828	36,186	36,909	37,279	38,397	39,549
10	37,239	37,612	38,364	38,747	39,910	41,107
11	38,279	38,661	39,435	39,829	41,024	42,254
12	39,314	39,707	40,501	40,906	42,133	43,397
13	40,359	40,763	41,578	41,994	43,254	44,551
14	41,599	42,015	42,855	43,283	44,582	45,919
15	43,349	43,782	44,658	45,105	46,458	47,852
16	44,390	44,834	45,731	46,188	47,574	49,001
17	45,681	46,138	47,060	47,531	48,957	50,425

APPENDIX B TEACHING ASSISTANT SALARY

TEACHER ASST. SALARY SCHEDULES

2008 - 2009

Step	C1	C2	C3
1	20,030	22,030	24,030
2	21,004	23,004	25,004
3	21,976	23,976	25,976
4	22,949	24,949	26,949
5	23,921	25,921	27,921
6	24,673	26,673	28,673
7	25,727	27,727	29,727
8	26,778	28,778	30,778
9	28,179	30,179	32,179
10	29,604	31,604	33,604
11	30,654	32,654	34,654
12	31,699	33,699	35,699
13	32,755	34,755	36,755
14	34,006	36,006	38,006
15	35,774	37,774	39,774
16	36,826	38,826	40,826
17	38,129	40,129	42,129

2010 - 2011

Step	C1	C2	C3
1	21,250	23,372	25,494
2	22,283	24,405	26,526
3	23,314	25,436	27,558
4	24,347	26,469	28,591
5	25,378	27,499	29,621
6	26,175	28,297	30,419
7	27,294	29,416	31,538
8	28,409	30,531	32,652
9	29,895	32,017	34,138
10	31,407	33,529	35,651
11	32,521	34,642	36,764
12	33,630	35,752	37,873
13	34,750	36,872	38,993
14	36,077	38,199	40,321
15	37,953	40,074	42,196
16	39,068	41,190	43,312
17	40,451	42,572	44,694

2009 - 2010

Step	C1	C2	C3
1	20,631	22,691	24,751
2	21,634	23,694	25,754
3	22,635	24,695	26,755
4	23,638	25,698	27,758
5	24,638	26,698	28,758
6	25,413	27,473	29,533
7	26,499	28,559	30,619
8	27,581	29,641	31,701
9	29,024	31,084	33,144
10	30,492	32,552	34,612
11	31,573	33,633	35,693
12	32,650	34,710	36,770
13	33,738	35,798	37,858
14	35,027	37,087	39,147
15	36,847	38,907	40,967
16	37,930	39,990	42,050
17	39,272	41,332	43,392

2011 - 2012

Step	C1	C2	C3
1	21,888	24,073	26,259
2	22,951	25,137	27,322
3	24,014	26,199	28,385
4	25,077	27,263	29,448
5	26,139	28,324	30,510
6	26,960	29,146	31,331
7	28,113	30,298	32,484
8	29,261	31,446	33,632
9	30,792	32,977	35,163
10	32,349	34,535	36,720
11	33,496	35,682	37,867
12	34,639	36,824	39,010
13	35,792	37,978	40,163
14	37,160	39,345	41,531
15	39,091	41,277	43,462
16	40,240	42,426	44,611
17	41,664	43,850	46,035

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